The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Any writings or documents given to a majority of the City Council regarding any matter on this agenda that the City received after issuing the agenda packet, are available for public inspection in the City Clerk’s office during normal business hours. Such Documents may also be posted on the City’s website at www.elsegundo.org and additional copies will be available at the City Council meeting.

Unless otherwise noted in the Agenda, the Public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the Agenda during the Public Communications portions of the Meeting. Additionally, the Public can comment on any Public Hearing item on the Agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

*Before speaking to the City Council, please come to the podium and state: Your name and residence and the organization you represent, if desired. Please respect the time limits.*

Members of the Public may place items on the Agenda by submitting a Written Request to the City Clerk or City Manager’s Office at least six days prior to the City Council Meeting (by 2:00 p.m. the prior Tuesday). The request must include a brief general description of the business to be transacted or discussed at the meeting. Playing of video tapes or use of visual aids may be permitted during meetings if they are submitted to the City Clerk two (2) working days prior to the meeting and they do not exceed five (5) minutes in length.

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, 524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JULY 15, 2008 - 5:00 P.M.

Next Resolution # 4559
Next Ordinance # 1419

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.
SPECIAL ORDER OF BUSINESS:

None

CLOSED SESSION:
The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a)) – -1- matter

1. City of El Segundo vs. City of Los Angeles, et. al. LASC No. BS094279

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -2- matters

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code §54956.9(c): -1- matter

1. Potential intervention in Los Angeles Airport noise variance proceeding with California Department of Transportation.

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): - 0- matter

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): - 4- matters
City Negotiators: Interim City Manager Jack Wayt; Human Resources Director Bob Hyland; Finance Director Deborah Cullen; Richard Kreisler. Employee Organizations: (1) Unrepresented management/confidential employees (City employees who are not members of bargaining units); (2) the El Segundo Police Officers’ Association; (3) El Segundo Firefighter’s Association; and (4) the El Segundo Police Manager’s Association.

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8): - 0- matter

SPECIAL MATTERS: - 0- matter
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JULY 15, 2008 - 7:00 P.M.

Next Resolution # 4559
Next Ordinance # 1419

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Brandon Cash, Oceanside Christian Fellowship

PLEDGE OF ALLEGIANCE – Council Member Carl Jacobson
PRESENTATIONS

ROLL CALL

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to open a public hearing and receive testimony regarding: 1) an Environmental Assessment for a proposed Mitigated Negative Declaration; 2) a Zone Change from Medium Manufacturing (MM) Zone to activate the Grand Avenue Commercial (GAC) Zone; 3) A Smoky Hollow Specific Plan Amendment to limit the permitted uses to General Office and Medical-Dental Office uses only; and 4) A Smoky Hollow Site Plan Review to allow a 32,980 square-foot, two-story, commercial general office and medical-dental office building located at 1700 E. Grand Avenue. Applicant: Mar Canyon Grand, LLC. The proposed use of the project site is for a Military Entrance Processing Station (MEPS) (Fiscal Impact: None)

Recommendation – (1) Open public hearing; (2) Discussion; (3) Adopt Resolution approving Environmental Assessment No. 769 to approve the draft Mitigated Negative Declaration; (4) Introduce and waive first reading of Ordinance for Zone Change No. 07-1; Specific Plan Amendment No 08-02 and Smoky Hollow Site Plan Review No. 07-04; (5) Schedule second reading and adoption of Ordinance on March 4, 2008; (6) Alternatively, discuss and take other action related to this item.
C. UNFINISHED BUSINESS

2. Consideration and possible action to approve funding for an additional Tyler Technologies' Eden water billing software module to perform customer electronic billing for water service. (Fiscal Impact: $22,200.00)

Recommendation – (1) approve funding for an additional Eden water billing software module to perform electronic billing; (2) Alternatively, discuss and take other action related to this item.

3. Consideration and possible action regarding the approval of funds for needed filter/circulation repairs to the Urho Saari Swim Stadium Pool (The Plunge) at 219 W. Mariposa Avenue and proceed with a feasibility study for the construction of a new aquatic facility at Hilltop or another location. (Fiscal Impact: $706,000)

Recommendation – (1) Consider improvements and repairs to the filter/circulation systems of the Urho Saari Swim Stadium; (2) Consider investigating the feasibility of constructing a new aquatic facility at Hilltop or another location; (3) Alternatively, discuss and take other action related to this item.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

4. Consideration and possible action to adopt a resolution establishing the Environmental Committee and appointing Committee members.

Recommendation – (1) Adopt Resolution establishing the Environmental Committee and related procedural regulations; (2) Appoint Committee Members to the Environmental Committee, if any, and terms of office; (3) Alternatively, discuss and take other action related to this item.

E. CONSENT AGENDA
All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

5. Warrant Numbers 2566340 to 2566584 on Register No. 18 in the total amount of $1,095,628.01 and Wire Transfers from 6/6/2008 through 6/19/2008 in the total amount of $1,594,848.63 and Warrant Numbers 2566585 to 2566837 on Register No. 19 in the total amount of $1,213,130.11 and Wire Transfers from 6/20/2008 through 7/03/2008 in the total amount of $1,184,717.05.

Recommendation – Approve Warrant Demand Registers and authorize staff to release. Ratify: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.
6. **Regular and Special City Council Meeting Minutes of June 17, 2008.**  
Recommendation – Approval.

7. **Consideration and possible action to authorize the Interim City Manager to execute a Lease with The Aerospace Corporation (the “Lessee”) to construct a private pedestrian bridge (the “bridge”) over El Segundo Boulevard near the intersection of Douglas Street.**  
Recommendation – (1) Authorize the Interim City Manager to execute a lease with The Aerospace Corporation in a form approved by the City Attorney to allow a private pedestrian bridge over El Segundo Boulevard; (2) Alternatively, discuss and take other action related to this item.

8. **Consideration and possible action to award a Standard Public Works Contract to Kalban, Inc. for the 2007-2008 annual contract for curb, gutter, handicap access ramps, sidewalk and other minor improvements at various locations citywide. Approved Capital Improvement Project. Project No. PW 08-05. CDBG Project No. 601066-07. (Fiscal Impact: $231,477.40 ($210,434.00 contract amount plus 10% contingencies))**  
Recommendation – (1) Authorize the City Manager to execute a Standard Public Works Contract in a form approved by the City Attorney with Kalban, Inc.; (2) Alternatively, discuss and take other action related to this item.

9. **Consideration and possible action to waive the formal bidding process and approve a contract with Gary V. Bufkin Computer Consulting (GVBCC) for the development of a centralized permit module for permitting activities in the Engineering Division of Public Works. (Fiscal Impact: $16,250.00)**  
Recommendation – (1) Pursuant to El Segundo Municipal Code § 1-7-10, waive the formal bidding process for the development of a Public Works Permits Module for the Engineering Division; (2) Authorize the City Manager to execute a contract in a form approved by the City Attorney to purchase the permit module software from Gary V. Bufkin Computer Consulting; (3) Alternatively, discuss and take other action related to this item.
10. Consideration and possible action to award a Standard Public Works Contract to Armand Gonzales Inc. dba Gonzales Construction for construction of a Fire Station at 2261 East Mariposa Avenue. Approved Capital Improvement Program. Project No.: PW 08-06. (Fiscal Impact: $7,206,298.00)

Recommendation – (1) Waive a minor irregularity in the bid received from Armand Gonzales, Inc. dba Gonzales Construction and Reject the bid protest received from bidder Griffith Company; (2) Add the following options to the contract for a total of $684,283: (a) 8” concrete precast band ($52,034), (b) brick veneer ($55,940), (c) built in desk, nightstand and bed frames ($67,000), (d) ceiling tile above showers ($1,000), (e) gypsum board ceilings ($10,000), (f) epoxy flooring ($5,000), (g) photovoltaic collector panels ($355,000), (h) seismic early warning system ($37,450), (i) precast concrete caps ($21,400), (j) day tank for generator ($4,000), (k) 8” vehicular concrete paving ($50,459), (l) Plymovent vehicle exhaust system ($25,000); (3) Authorize the City Manager to execute a Standard Public Works Contract in a form approved by the City Attorney with Gonzales Construction, Inc for $6,211,443 (Base Bid) plus $684,283 (Options), for a total of $6,895,726; (4) Authorize a construction contingency in the amount of $310,572 for unforeseen additional work; (5) Alternatively, discuss and take other action related to this item.

11. Consideration and possible action regarding acceptance of the project for the Replacement of Water Mains, located at the 600-700 block of Lomita and Sierra Streets, 800 block of Bungalow Drive, 800 block of Maryland Street and 900-1000 block of Walnut Avenue. Approved Capital Improvement Project - Project No.: PW 07-10 (Fiscal Impact: $742,744.21)

Recommendation – (1) Accept all work under this contract as complete; (2) Authorize the City Clerk to file a Notice of Completion in the County Recorder’s Office; (3) Alternatively, discuss and take other action related to this item.

12. Consideration and possible action to approve the use of the City of El Segundo logo, Fire Department vehicle graphics, Fire Department uniforms, and El Segundo Fire Station #2 in a special edition of a cable television production of Trading Spaces. (Fiscal Impact: None)

Recommendation – (1) Authorize the City Manager to execute a License Agreement with Space Between Productions, LLC, in a form approved by the City Attorney, to allow the use of the City of El Segundo logo, El Segundo Fire Department vehicle graphics, El Segundo Fire Department uniforms, and El Segundo Fire Station #2 in a cable television production of Trading Spaces; (2) Authorize the City Manager to execute a Location and Liability Release, in a form approved by the City Attorney, to use Fire Station #2 in a cable television production of Trading Spaces; (3) Alternatively, discuss and take other action related to this item.
13. Consideration and possible action to waive the formal bidding process pursuant to El Segundo Municipal Code § 1-7-10 and authorize the Fire Department to purchase twenty-five (25) self-contained breathing apparatus units under the competitive bid executed by the Southern California Area Personal Protective Equipment Consortium (County of Los Angeles contract number MA-IS-43634-1). The City will be reimbursed for these expenditures through the Urban Area Security Initiative Fiscal Year 2006 grant funding. (Fiscal Impact: Not to exceed $140,725)  
Recommendation – (1) Pursuant to El Segundo Municipal Code § 1-7-10, waive the bidding process and authorize the Fire Department to purchase twenty-five (25) self-contained breathing apparatus units under the competitive bid executed by the Southern California Area Personal Protective Equipment Consortium; (2) Alternatively, discuss and take other action related to this item.

14. Consideration and possible action regarding the approval of the examination plans for the Personnel Merit System job classifications of Water Maintenance Worker I and Senior Building Inspector. (Fiscal Impact: None)  
Recommendation – (1) Approve the examination plans; (2) Alternatively, discuss and take other action related to this item.

15. Consideration and possible action regarding the establishment of a Public Agency Retirement System (PARS) Supplemental Retirement Plan and the determination of future annual costs of providing the plan benefits for eligible members of the El Segundo Supervisory and Professional Employees Bargaining Unit.  
Recommendation – (1) Receive and file agenda item as information only; (2) Alternatively, discuss and take other action related to this item.

16. Consideration and possible action regarding the Resolution approving the Agreement and Election to Prefund Other Post Employment Benefits with California Public Employees’ Retirement System (CalPERS) through participation in the California Employer’s Retiree Benefit Trust Program (CERBT) and the Resolution to approve the Delegating of Authority to Request Disbursements from the trust.  
Recommendation – (1) Adopt the required Resolutions; (2) Alternatively, discuss and take other action related to this item.
17. Consideration and possible action to increase the amount that the City Manager is authorized to approve Professional Service Agreements for developer reimbursed environmental review services, not to exceed $125,000 for the existing pre-approved list of consultants that provide environmental review services pursuant to California Environmental Quality Act guidelines (CEQA) and National Environmental Policy Act (NEPA) regulations to assist the City in the processing of entitlement projects. (Fiscal Impact: None)

Recommendation – (1) Authorize the City Manager to sign Professional Service Agreements for applicant reimbursed environmental review services approved as to form by the City Attorney in an amount not to exceed $125,000; (2) Alternatively, discuss and take other action related to this item.

18. Consideration and possible action to replace three hand-held parking ticket writers currently utilized by parking enforcement. (Fiscal impact not to exceed $18,500.00 from equipment replacement funds/unallocated funds.)

Recommendation – (1) Approve the purchase of three “AutoCITE” hand-held parking ticket devices; 2) Alternatively, discuss and take other action related to this item.

19. Consideration and possible action regarding awarding a contract to provide and install emergency equipment onto 10 new marked patrol vehicles. (Fiscal Impact: $87,000)

Recommendation – (1) Award the contract from RFP 08-07 to the lowest responsive bidder, 10-8 Retrofit, and approve the purchase and installation of emergency equipment for 10 marked patrol vehicles; (2) Alternately, discuss and take other action related to this item.

20. Consideration and possible action regarding the approval of a Professional Services Agreement between the City of El Segundo and The Omega Group to upgrade the current Geographic Information System (GIS) based crime analysis system. (Fiscal Impact: $18,995)

Recommendation – (1) Authorize the City Manager to approve a Professional Services Agreement, approved as to form by the City Attorney, between The Omega Group and the City of El Segundo to upgrade the current Geographic Information System (GIS) based crime analysis system; (2) Alternatively, discuss and take other actions related to this item.
21. Consideration and possible action regarding awarding a contract in an amount not to exceed $95,000 to Data 911 to provide Mobile Data Computers (MDCs) for all patrol cars, the command post vehicle, the animal control truck, and one back-up system. This contract includes all related equipment to support the systems with the exception of modems. (Fiscal impact: $95,000 – paid from equipment replacement and COPS Grant funds.)

Recommendation – (1) Authorize the City Manager to sign a contract in a form approved by the City Attorney in an amount not to exceed $95,000 for the purchase of sixteen Data 911 MDC system upgrades paid for from the Equipment Replacement Fund and the Citizens' Option for Public Safety (COPS) grant.; (2) Alternatively, discuss and take other action related to this item.

22. Consideration and possible action regarding final acceptance of construction related to the City's Residential Sound Insulation Program Group 17 (27 Homes). Project No. RSI 06-17. (Final contract total: $1,227,648.88)

Recommendation – (1) Accept the work as complete; (2) Authorize the City Clerk to file the City Planning and Building Safety Director's Notices of Completion in the County Recorder's Office; (3) Alternatively, discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS
Council Member Brann –

Council Member Fisher –

Council Member Jacobson –

Mayor Pro Tem Busch –

Mayor McDowell –

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MEMORIALS –

CLOSED SESSION

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City's Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators.

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: 7/10/08

TIME: 9:30 pm

NAME: Mishia Jennings
EL SEGUNDO CITY COUNCIL

AGENDA ITEM STATEMENT: Special Orders of Business—Public Hearing

AGENDA DESCRIPTION:

Consideration and possible action to open a public hearing and receive testimony regarding: 1) an Environmental Assessment for a proposed Mitigated Negative Declaration; 2) a Zone Change from Medium Manufacturing (MM) Zone to activate the Grand Avenue Commercial (GAC) Zone; 3) A Smoky Hollow Specific Plan Amendment to limit the permitted uses to General Office and Medical-Dental Office uses only; and 4) A Smoky Hollow Site Plan Review to allow a 32,980 square-foot, two-story, commercial general office and medical-dental office building located at 1700 E. Grand Avenue. Applicant: Mar Canyon Grand, LLC. The proposed use of the project site is for a Military Entrance Processing Station (MEPS). (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Open public hearing;
2. Discussion;
3. Adopt Resolution approving Environmental Assessment No. 769 to approve the draft Mitigated Negative Declaration;
4. Introduce and waive first reading of Ordinance for Zone Change No. 07-1; Specific Plan Amendment No 08-02; and Smoky Hollow Site Plan Review No. 07-04;
5. Schedule second reading and adoption of Ordinance on August 5, 2008; and/or;
6. Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

On June 26, 2008, the Planning Commission held a public hearing on the proposed “MEPS” project. After receiving testimony and documentary information, the Commission adopted Resolution No. 2638, recommending City Council approve Environmental Assessment No. 769, Zone Change No. 07-01, Specific Plan Amendment No. 08-02, and Smoky Hollow Site Plan Review No. 07-04 with conditions. (See next page...)

ATTACHED SUPPORTING DOCUMENTS:

1. Draft Resolution and Exhibits
2. Draft Ordinance and Exhibits
3. Planning Commission Staff Report, dated June 26, 2008 and attachments including plans
5. Several additional letters received after the Planning Commission hearing
6. Draft Mitigated Negative Declaration (distributed under separate cover)

FISCAL IMPACT: None

Operating Budget: N/A
Amount Requested: N/A
Account Number: N/A
Project Phase: N/A
Appropriation Required: Yes X No

ORIGINATED BY: Gary Chicots, Director, Planning and Building Safety Department

DATE: 7/9/08

REVIEWED BY: Bill Crowe, Assistant City Manager

DATE: 7/9/08
I. Project Background

The project site is located on the south side of Grand Avenue between Kansas Street and Sepulveda Boulevard. The site is located in the Medium Manufacturing (MM) Zone within the Smoky Hollow Specific Plan. The site is relatively flat and it is currently vacant. The site was previously developed with four manufacturing/office buildings, and the buildings were utilized for the machining of steel and titanium parts for the aerospace and defense industries. Soil contamination occurred on the site as a result of the former land use. The applicant has completed all site soil remediation activities and the site has been released by the City of El Segundo Fire Department’s Environmental Safety Manager. A detailed discussion of the environmental mitigation process is contained within the proposed Draft Mitigated Negative Declaration.

The applicant proposes to construct a 2-story 32,980 square-foot commercial general office and medical-dental office building on the 4.25 acre project site to be leased by the United States Government for a Military Entrance Processing Station (“MEPS”).

The purpose of the proposed MEPS is to perform physical and written examination and provide administrative support services for new recruits into the Armed Forces before they are sent to basic training. The recruits will be housed at a nearby hotel and transported to and from the site by van or bus. No recruits are permitted to come to the site in their own vehicles. The proposed MEPS facility is planned to operate between 7:00 a.m. and 6:00 p.m. Monday through Friday and between 8:00 a.m. and 12:00 p.m. for a maximum of 13 Saturdays per year. The proposed MEPS facility will be open to security personnel at 4:30 a.m. and to staff at 5:00 a.m. Some personnel may remain working on-site until 8:00 p.m. A total of 120 employees are anticipated to work at the facility.

Access to the property is from two gated driveways along Grand Avenue; one will provide ingress and both will provide egress. The project would provide a total of 132 on-grade parking spaces. A loading dock area with two loading spaces is proposed on the north side of the building facing the street with screening provided. Additionally, the project provides for approximately 83,500 square feet of open space. A perimeter security wall/fence will be erected around the entire site. The fence will consist of a six-foot tall wrought iron fence, except along the southwest portion of the site, where the fence would consist of an 8-foot tall concrete masonry sound attenuation and security wall adjacent to an industrial facility and animal kennel to the south. The proposed project will be constructed in one phase.

II. Project Description and Analysis

The project applications include:

1) **Environmental Assessment No. 769 (EA No. 769) California Environmental Quality Act (CEQA)** – A Mitigated Negative Declaration is proposed for this project pursuant to the requirements of CEQA. The public review and comment period for the Environmental Document began on May 1, 2008 and ended on June 2, 2008.

2) **Zone Change No. 07-01** - An amendment to the Smoky Hollow Specific Plan to change the zoning of approximately 4.25 gross acres of land owned by Mar Grand Canyon LLC from the Medium Manufacturing (MM) Zone to the Grand Avenue Commercial (GAC) Floating Zone.
3) **Specific Plan Amendment No. 08-02** – An amendment to the Smoky Hollow Specific Plan (SHSP) to limit the permitted uses to general office and medical-dental office uses only. The amendment also includes technical changes to the SHSP relating to the environmental review requirements to make the SHSP consistent with the law (CEQA).

4) **Smoky Hollow Site Plan Review No. 07-04** – A Smoky Hollow Site Plan Review to allow for the construction of the proposed 32,980 square-foot, two-story, 35-foot tall, commercial building with 132 parking spaces, landscaping, and perimeter walls and fencing.

**III. General Plan Consistency**

The General Plan land use designation for the project site is Smoky Hollow Mixed Use. The Smoky Hollow Mixed Use classification permits primarily light industrial uses including light manufacturing, research and development, warehousing and office uses. Grand Avenue commercial uses are also permitted in locations as designated under the Smoky Hollow Specific Plan. The permitted FAR for Grand Avenue commercial uses is 0.5 for newly constructed projects. The project site has a Medium Manufacturing (MM) Zoning District designation that allows manufacturing, light industrial, general offices for research, professional and technical services, research and development, warehousing and distribution, public facilities, and public utilities. The proposed zoning designation for the project site is the Grand Avenue Commercial (GAC) Zone that allows cafes, general offices, medical-dental offices, retail sales and theaters.

The proposed project would be consistent with several Goals, Objectives and Policies of the City of El Segundo General Plan, if the proposed Zone Change from the Medium Manufacturing (MM) Zone to the Grand Avenue Commercial (GAC) Zone is implemented as discussed in detail in the attached Planning Commission staff report and as outlined in the attached Resolution.

**IV. Offer of Dedication**

The El Segundo General Plan Circulation Element Master Plan of Streets classifies Grand Avenue as a Secondary Arterial with a planned right-of-way width of 98 to 120 feet. A Secondary Arterial street classification provides six through lanes (three travel lanes in each direction) with a single or double left turn lane at major signalized intersections and no curb lane parking during peak periods. The current width of Grand Avenue is 60 feet which just meets the minimum requirements for a Local Commercial street classification. Thus, an additional dedication for street widening purposes will be required. As staff anticipates that the full planned right-of-way width for a Secondary Arterial on the section of Grand Avenue between Center Street and Sepulveda Boulevard may not be required in the future and that expansion to a 4-Lane Divided Collector Street may be sufficient to accommodate future growth along and in the vicinity of Grand Avenue, only a 10-foot permanent dedication is required at this time. A 4-Lane Divided Collector Street classification provides for four through lanes (two travel lanes in each direction) and a median. An additional 9 feet will be provided through a 20-year easement with an irrevocable offer to dedicate so that should the City implement the Secondary Arterial classification for Grand Avenue west of Sepulveda Boulevard the required right-of-way would be provided. If the City accepts this offer of dedication it will be required to pay fair market value to the developer for the value of the additional 9 feet of property. City staff will be reviewing this portion of the Circulation Element over the next several months and will return to Council for a recommendation to amend the Circulation Element if it appears that the additional 9 feet is not really necessary and/or practical to serve future development.
V. Zoning Consistency

If the requested Zone Change is allowed from Medium Manufacturing (MM) Zone to Grand Avenue Commercial (GAC) Zone, the proposed project would meet or exceed all of the Grand Avenue Commercial (GAC) zoning standards as discussed in detail in the attached Planning Commission staff report and as outlined in the attached Resolution.

VI. Smoky Hollow Specific Plan Design Guideline and Specific Plan Consistency

The broader design goals specified in the Smoky Hollow Specific Plan Design Guidelines are to create a quality industrial area; to maintain a distinctively smaller scale of development than what exists east of Sepulveda Boulevard; and to enhance the economic potential of the area by attracting quality developments. The proposed project complies with the Smoky Hollow Specific Plan Design Guidelines and the Specific Plan Goals, Policies and Objectives as discussed in detail in the attached Planning Commission staff report and as outlined in the attached Resolution. The proposed project as designed does not utilize any of the Smoky Hollow Specific Plan incentives. The Smoky Hollow Specific Plan provides incentives for lot consolidation that allow bonuses in parking requirement reductions up to 15 percent, an increased height limit up to 15 feet, and reduced business license fees.

VII. Special Findings: Impact on Commercial Market for Downtown Businesses

ESMC § 15-7B-13 requires that a market survey shall be conducted in connection with any proposal for activating the GAC Zone which demonstrates to the City Council’s satisfaction that proposed uses will not erode the commercial market for downtown businesses. A finding to that effect must accompany the approval.

The applicant submitted a letter from Colliers International Senior Vice President Stephen R. Cramer, dated February 21, 2007. Colliers International is an international commercial real estate services firm that specializes in industrial and office real estate. While the applicant did not conduct a market study per se, Colliers International indicated in their letter that they believed the proposed uses would not erode the commercial market for downtown businesses in that “The proposed use is for an administrative office use and has no retail function whatsoever. It is highly likely that the occupants of the proposed building will take advantage of the El Segundo’s excellent downtown commercial market for purchases, lunch, dinner, etc. Additionally, the proposed use for this property requires a 4 acre site in order to satisfy the occupant’s requirements. At the time of our search, it did not turn up any potential 4 acre sites in downtown El Segundo.”

City staff did not required a market survey because of the unique characteristics of the proposed use in that it is a commercial facility that will contain specialized general office and medical-dental office uses that are not anticipated to be open in the short term to the general public or available for lease in competition with downtown businesses. Additionally, no retail activity will be permitted on the site. Furthermore, the proposed MEPS project as designed does not represent the maximum build-out of the 4.25 acre site as would be allowed either under the existing Medium Manufacturing (MM) Zone which allows a maximum Floor Area Ratio (FAR) of 0.6 (112,000 square feet maximum) or under the proposed Grand Avenue Commercial (GAC) Zone which allows a maximum FAR of 0.5 (92,565 square feet maximum). The proposed project would have a FAR of 0.18 (32,980 square feet). Competition among uses would not occur between the specialized uses that the project site is limited to and the downtown businesses. Additionally, there is even less competition since the project site is underutilized. Therefore, Planning staff has determined that the required finding that the proposed project and the
proposed uses will not erode the commercial market for downtown businesses can be made.

VIII. Mandatory Findings For Approval of Site Plan

The City Council must make the following mandatory findings before approving or conditionally approving any site plan:

1. The proposed project is compatible with the intent and purpose of the Specific Plan.

2. The plan will not have an adverse impact on the public health, safety, interest, convenience or the general welfare.

3. The site plan is compatible with the intent and purpose of the regulations and design guidelines of the Smoky Hollow Specific Plan.

Staff believes that the proposed project would meet or exceed all of the Grand Avenue Commercial (GAC) zoning standards if the Zone Change is approved as discussed in detail in the attached Planning Commission staff report and as outlined in the attached Resolution.

IX. Environmental Review

The proposed project has been analyzed for its environmental impacts as related to the project specific use limitations to restrict the permitted uses to general offices and medical-dental offices and an Initial Study of Environmental Impacts (Exhibit 6) was prepared pursuant to Public Resources Code § 15063 (California Environmental Quality Act). A Mitigated Negative Declaration of Environmental Impacts is proposed for this project pursuant to CEQA §15070. The draft Initial Study and Mitigated Negative Declaration were available for public comment from May 1, 2008 to June 2, 2008. Two letters were received from the applicant and the applicant's representative during the public comment period. No letters regarding the Mitigated Negative Declaration of Environmental Impacts were received from the public during the public comment period. Five letters of support were received after the close of the public comment period.

The draft Initial Study and Mitigated Negative Declaration concluded that no impacts would occur for the following issue areas: agricultural resources, biology, and mineral resources. The draft Initial Study and Mitigated Negative Declaration concluded that impacts would be less than significant impacts for the following issue areas: geology and soils, hydrology and water quality, land use and planning, population and housing, recreation, transportation and traffic, and utilities and service systems. Several areas of concern were noted as potentially significant if not mitigated. These areas include: Aesthetics, Air Quality, Cultural Resources, Hazards and Hazardous Materials, Noise, and Public Services. The Draft Initial Study and Mitigated Negated Declaration incorporate Mitigation Measures that reduce identified potential impacts for each of these areas to a less than significant level when mitigated. The Mitigation Measures are incorporated into the Initial Study document as well as the draft Resolution. A detailed analysis of environmental impacts is provided in the attached draft Initial Study and Mitigated Negative Declaration of Environmental Impacts prepared by the City's environmental consultant, PBS&J, and the attached Planning Commission staff report.

A discussion of the response to comments is also provided in the attached Planning Commission staff report. The Planning Commission recommended adoption of the draft initial study and Mitigated Negative Declaration with a substitute mitigation measure HZ-4 as recommended by Planning staff at
BACKGROUND & DISCUSSION: (cont.)

the June 26, 2008 hearing. A minor change has been made since the Planning Commission meeting to correct the title of the Department of Defense document which is entitled "Department of Defense (DOD) Minimum Antiterrorism Standards for Buildings." The proposed substitute mitigation measure HZ-4 reads as follows:

"HZ-4: The proposed MEPS facility must be designed, constructed and operated in compliance with the Department of Defense (DOD) Minimum Antiterrorism Standards for Buildings, except with respect to the east side setback distance of 24 feet between the building and the adjoining property to the east which reduction from the 33 feet set forth in the DOD standards has already been approved by GSA and MEPCOM."

X. Application Findings

In order to approve the project, the City Council must take certain actions related to the environmental review, Zone Change, Specific Plan Amendment and Smoky Hollow Site Plan Review. The required findings for each application are discussed in detail in the attached Planning Commission staff report. Staff believes that the City Council may make the required findings to adopt the Mitigated Negative Declaration, and to approve the Zone Change, Specific Plan Amendment, and the Smoky Hollow Site Plan Review as outlined in the Draft Resolution and Ordinance.

XI. Planning Commission Hearing and Public Input

The Planning Commission held its public hearing on the proposed MEPS project on June 26, 2008. Several letters in support of the project were received from the public prior to the start of the hearing (see attached). Additional letters are attached that have been received since the Planning Commission hearing. The Applicant and the Applicant's representatives presented testimony at the public hearing. Additionally, several members of the public gave testimony at the public hearing in support and in opposition of the proposed project. No written comments were received from other responsible agencies at or prior to the Commission hearing. The Commission recommended approval.

XII. Conclusion

Planning staff believes that the proposed project for a Military Entrance Processing Station meets the mandatory findings as set forth in the staff report if the proposed mitigation measures are adopted and the proposed conditions of approval are incorporated. Therefore, Planning staff believes that the City Council may adopt the Draft Mitigated Negative Declaration (Environmental Assessment No. 769) as amended by the Planning Commission and approve Zone Change No. 07-01, Specific Plan Amendment No. 08-02, and Smoky Hollow Site Plan Review No. 07-04, with conditions, since the required findings for support have been made.
1. Consideration and possible action to open a public hearing and receive testimony regarding: 1) an Environmental Assessment for a proposed Mitigated Negative Declaration; 2) a Zone Change from Medium Manufacturing (MM) Zone to activate the Grand Avenue Commercial (GAC) Zone; 3) A Smoky Hollow Specific Plan Amendment to limit the permitted uses to General Office and Medical-Dental Office uses only; and 4) A Smoky Hollow Site Plan Review to allow a 32,980 square-foot, two-story, commercial general office and medical-dental office building located at 1700 E. Grand Avenue. Applicant: Mar Canyon Grand, LLC. The proposed use of the project site is for a Military Entrance Processing Station (MEPS) (Fiscal Impact: None)

FOR ATTACHMENTS REFER TO SEPARATE PDF FILE ON OUR WEBSITE
WWW.ELSEGUNDO.ORG.

FILE NAME;
“2008-07-15 CC AGENDA PACKET ITEM #1 ATTACHMENTS”
Consideration and possible action to approve funding for an additional Tyler Technologies’ Eden water billing software module to perform customer electronic billing for water service. (Fiscal Impact: $22,200.00)

RECOMMENDED COUNCIL ACTION:

1) Approve funding for an additional Eden water billing software module to perform electronic billing; 2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

On June 4, 2008, City Council approved a $69,095 request to purchase a new software program by Tyler Technologies for the City’s basic water billing activities. At that time, Council asked staff to report back on whether the software, named Eden, had the capability to perform electronic billing services. Eden can provide electronic water bills (via email) using an additional software enhancement module. The license fee for the enhancement is $16,500, training for electronic billing is $2,400.00, and the annual software maintenance fee is $3,300.00. Thus, the first year total for the package would be $22,200 in addition to original $69,095 already approved.

(Background and Discussion continued on the next page)

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: $22,200.00

Operating Budget: None
Amount Requested: $22,200.00
Account Number: 501-400-7103-8207
Project Phase: N/A
Appropriation Required: No

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works
DATE: 07/8/08

REVIEWED BY: Jack Wayt, Interim City Manager
DATE: 7/9/08
Background & Discussion (continued)

In summary, the additional Eden water billing module has the following capabilities:

**Electronic Billing:** Bills can be sent via email, either in addition to or in place of paper bills. The initial account set up must be performed by staff, and issues regarding identity theft for electronic billing would need to be addressed before electronic accounts are created.

**Viewing and Paying Bills:** Customers would be able to view their water bills electronically through a login portal after setting up a unique user ID and password (which requires staff assistance). Multiple water accounts can also be grouped under a single user logon. Both electronic check routing and credit cards can be used to pay bills, although credit card numbers are not stored permanently and must be re-entered each time a bill is paid electronically. A recurring payment schedule can be established through a bank account clearing house if the customer wishes to set up an automatic payment schedule. Payments can also be seasonally averaged to meet special user situations.

City Council approved the purchase the basic Eden water billing software on June 4, 2008. Tyler Technologies estimates that it will take approximately seven (7) months to install and customize the software, migrate El Segundo’s existing water accounts and train staff on its operation and capabilities. Thus, electronic billing could potentially be implemented at the beginning of 2009 following full software integration and purchase of the additional software enhancement tool.
EL SEGUNDO CITY COUNCIL
AGENDA ITEM STATEMENT
MEETING DATE: July 15, 2008
AGENDA HEADING: Unfinished Business

AGENDA DESCRIPTION:

Consideration and possible action regarding: 1) the approval of funds for needed filter/circulation repairs to the Urho Saari Swim Stadium Pool (The Plunge) at 219 W. Mariposa Avenue and 2) proceeding with a feasibility study for the construction of a new aquatics facility at Hilltop or another location. (Fiscal Impact: $706,000.)

RECOMMENDED COUNCIL ACTION:

1) Consider improvements and repairs to the filter/circulation system of the Urho Saari Swim Stadium; 2) Consider investigating the feasibility of constructing a new aquatics facility at Hilltop or other location; 3) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The Urho Saari Swim Stadium was constructed in 1938. The building houses a larger 25 yard pool, a smaller recreation pool and men’s and women’s locker rooms. The two pools currently provide community recreational, competition and fitness program opportunities, although the larger pool cannot adequately accommodate water polo and long course swimming competitions.

(Background and Discussion continued on the next page)

ATTACHED SUPPORTING DOCUMENTS:

2005 City of El Segundo Aquatics Master Plan Executive Summary

FISCAL IMPACT: $706,000

Operating Budget: N/A
Amount Requested: $706,000 for the Plunge repairs
Account Number: Budgeted: 301-400-8202-8476 (Aquatics Facility CIP) $399,000
Needed: 703-200-0000-2630 (Developer’s Aquatic Fund) $307,000
Project Phase: N/A
Appropriation Required: Yes ($307,000)

ORIGINATED BY:

Stephanie Katsouleas, Director of Public Works

REVIEWED BY:

Jack Wayt, Interim City Manager

DATE:

07/9/08

DATE:

7-9-08
Background & Discussion (continued)

On June 17, 2008, staff presented an overview of the current maintenance needs of the Urho Saari Swim Stadium (i.e., the Plunge), stating that a new filter system and replacement of associated pool circulation equipment is needed in order to keep the facility's water filtration systems operating properly. Following public comment, Council asked staff to provide at the next council meeting more detail on both the existing swim stadium needs as well as options for designing and constructing a new facility.

This follow-up report is presented in three parts: 1) past repair history and existing swim stadium needs, 2) community needs as identified the Aquatics Master Plan, and 3) potential funding sources for repairs to the Plunge and construction of a new aquatics facility.

Past Repairs and Existing Swim Stadium (Plunge) Needs
Over the past decade, both the pool and building have undergone several repairs as identified in the following table for a combined total of $481,715:

<table>
<thead>
<tr>
<th>Building Repairs</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1999: Siemens roof replacement</td>
<td>$88,000</td>
</tr>
<tr>
<td>2005: Reinforcement of the ceiling trusses</td>
<td>$124,898</td>
</tr>
<tr>
<td>2008: Window replacement (currently underway)</td>
<td>$70,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$282,898</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pool Repairs</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1999: Siemens boiler and piping replacement</td>
<td>$157,142</td>
</tr>
<tr>
<td>2005: Chlorinator replacement</td>
<td>$33,417</td>
</tr>
<tr>
<td>2007: Replacement of deck heaters</td>
<td>$8,258</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$198,817</strong></td>
</tr>
</tbody>
</table>

The facility's filter/circulation system is corroding after decades of use and is in need of replacement if the pool is to remain operational in the future (see photos below). On Wednesday, June 25, 2008 staff noticed that the patch area on the fourth filter tank has started to leak and the metal surrounding the patch has thinned significantly, thus making it likely that repair or pool closure is imminent. Staff does not have the expertise to predict when the system will ultimately fail and thus recommended that Council approve $676,000 for the repair so that it could be scheduled to minimize the impact on users. Staff estimated that the total time for both design and actual repairs would take a minimum of six (6) months to complete if funding was approved.

[Photos of corroding pipe with patch, failing patch on tank, rusting pipes, cracked and rusting pipe]

Staff recently consulted with Rowley International for its professional opinion on what other mechanical repairs (in addition to filter/circulation system) might be needed for the two pools
over the next decade. Rowley's opinion was that the boiler would be the only equipment potentially needing replacement, and that it would be less expensive than the 1999 replacement cost because new piping would not be needed again. However, the boiler shows no signs of distress and could easily last another decade. In summary, there is very little mechanical equipment needed to operate the two pools, and all but the circulation system have been repaired or replaced in recent history. Lastly, the pools show no signs of structural distress and are physically sound, although routine tile and plaster maintenance and repair would not be uncommon.

The repair and/or replacement needs of the building itself have not been fully assessed, but would likely include a complete renovation of the locker rooms and overhead bleachers as well as compliance with all applicable Americans with Disabilities Act (ADA) requirements. However, this renovation is optional and does not affect the structural integrity or safety of the building.

Community Needs as Defined by the Aquatics Master Plan
The Aquatics Master Plan was completed and approved by the Recreation and Parks Commission and City Council in 2005. An executive summary of the report is attached. The plan summarized the community demographics, conducted a pool needs assessment (via telephone surveys, questionnaires and public workshops) and provided a framework for future decision making. It concluded that in addition to existing facilities (counted as 1.75 pools), El Segundo needs another 1.69 pools to meet its current community needs, and that by 2025 those needs will increase an additional 0.41 pools for a total of 3.85 pools. A pool is defined as a 25 meters x 20 yards.

The plan also recommended the following:

1. Support identified aquatic programming needs by providing appropriate aquatic facilities.
2. Renovate and repair existing aquatic facilities to maximize efficiency and to contribute to appropriate community image.
3. Facilitate the development of new aquatic facilities at Hilltop Park so that the aquatic recreational needs of the existing and future citizens are met.

Lastly, the plan provided schematic drawings of various configurations and cost estimates for a Hilltop aquatics facility. Based on the facility features provided, the cost to construct ranged from $6 million to $9.8 million. All designs included at least one recreational pool and one competition pool while sizing and associated accommodations/features varied. Demolition costs were not included in these estimates.

Funding Options
Funding currently available for aquatic needs is nearly $1.9 million, and includes $399,000 from the Capital Fund and $1.5 million from the Plaza El Segundo Development Agreement. A cursory look at potential sources of funding for a new aquatics facility might include:

$4,000,000 Two (2) California Infrastructure Bank Loans available specifically for Recreation and Parks projects
$TBD Reduction of the undesignated/unreserved General Fund balance
$TBD Reallocation of a portion of the Athletic Fields Naming Rights designation for the athletic fields

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Recommendations
Staff recommends that City Council:

1. Determine whether to keep operational and maintain the Urho Saari Swim Stadium, and if so, approve $676,000 in funding for the current filter/circulation repairs needed.
2. Approve $30,000 in funding for a comprehensive study as a first step toward investigating the feasibility of constructing a new aquatics facility at Hilltop or other location in El Segundo.
EXECUTIVE SUMMARY

This report describes the process used to reach the proposed recommendations for the City of El Segundo’s Aquatic Master Plan.

Aquatic programs and facilities should be tailored to the needs of the community as indicated by current and historic uses, as well as input from the master plan process.

PROCESS

What is the Aquatic Master Plan?

The Aquatic Master Plan is a road map, setting out goals to address the current and future needs of the community for aquatic facilities and programs. It is intended to be an implementation tool for the City of El Segundo, providing an orderly guide for the orderly development and management of aquatic services, programs, and facilities for the City.

Who was involved?

The development of the Master Plan was built upon community input. Hundreds of residents participated in the planning process. This included a community wide phone survey, user group questionnaires, stakeholder questionnaires, and community workshops. Additionally, data provided by City staff was also utilized in the development of the Master Plan.

What was the process?

Extensive consultation, research, and analysis have been undertaken and combined together to produce the El Segundo Aquatic Master Plan. It is a plan that identifies and quantifies the aquatic needs of current and future El Segundo residents. Through the efforts involved in the Master Plan process, the needs and concerns of the residents are considered and coalesced into a final document that creates a vision for the future of aquatics in the community.
There were three (3) primary phases involved in the master plan process, which included:

Phase 1: Community Analysis

*Inventory and review of aquatic programs and facilities, as well as demographic trends.*
  * Demographic Trends
  * Inventory of Community Wide Aquatic Facilities
  * Inventory of Aquatic Programs and Activities

Phase 2: Needs Assessment

*Working with the community to identify aquatic recreation needs.*
  * Random Sample Household Phone Survey
  * User Group Questionnaires
  * Stakeholder Questionnaires
  * Community Workshops
  * Demand and Needs Analysis

Phase 3: Framework for Future Decisions

*Creating a plan of action.*
  * Draft report and recommendations
  * Council review and approve final report

COMMUNITY ANALYSIS

The community analysis is an inventory and review of the community, and its aquatic recreation assets and opportunities.

Demographic Trends

The population of El Segundo has increased by 5.3 percent over a ten-year period with a slight increase in household size [U.S. Census data]. The fastest increases in population in El Segundo appear in the age categories of 5 to 14 years, and 35 to 54 years. El Segundo is a mature City with only very slow growth expected in the next 25 years. El Segundo’s population is expected to increase from the 2004 estimate of 16,861 to 19,479 by 2030. The City has an older age profile, however, growth over the 1990 to 2000 decade was characterized by an above average proportion of families with children. El Segundo is over 80.0 percent white, but has experienced above average growth in Black, Asian/Pacific Islander and Hispanic ethnic groups between 1990 and 2000. Incomes and housing values are significantly above average. The demand for aquatic facilities generated by the demographic profile in El Segundo is reflected in the demand and needs analysis.
EXECUTIVE SUMMARY

Existing Aquatic Facilities

The three (3) City-owned aquatic recreation facilities, combined with other community and regional facilities, constitute a system in which a variety of passive and active aquatic recreation experiences are possible. Urho Saari Swim Stadium has two (2) indoor pools, a 25-meter competition pool and a smaller recreation pool. Hilltop Park and Acacia Park each have one (1) outdoor recreation pool. Regional facilities in the south bay area include Westchester YMCA, the Torrance Plunge, and the Hawthorne Plunge. According to the telephone survey conducted as part of this report, approximately 25% of El Segundo residents are “frequent users” of the public recreation facilities, and another 29% are “moderate users”. Urho Saari Swim Stadium is the facility 41% of the telephone survey respondents indicated they use most often.

Existing Aquatic Programs and Services

Aquatic programs and services are provided for a variety of age groups including preschool, elementary school, middle school, high school, adults, and seniors. There are also programs and services developed for the community at large and families. Programs are designed and delivered primarily based on interest of the participating population groups. There are a significant number of organized aquatic sports programs for youth and adults. There are a good variety of aquatic programs and classes for all age groups.

NEEDS ASSESSMENT

The following needs assessment tools were utilized in determining the aquatic recreation facility and program needs for the City of El Segundo:

- Random Telephone Survey
- User Group Questionnaire
- Stakeholder Questionnaire
- Community Workshops
- Demand and Needs Analysis

The questionnaires and workshops are the outreach tools used to evaluate the perception of needs from community members. The telephone survey and demand/needs analysis represent the statistically valid, quantifiable foundation for the recommendations.
EXECUTIVE SUMMARY

The aquatic facility and program demand analysis is built upon:

- Rates of Usage
- Data from Aquatic Sports Organizations
- City Vision or Goal for how much of the demand can be supported
- Background and Perspective on aquatic uses from other jurisdictions
- Current aquatic programs and participation rates
- Facility requirements needed to meet aquatic recreation program criteria.

The demand analysis derives an estimated number of facilities to meet current and forecasted demand. The facility demand is then compared to the existing facility inventory to determine surpluses or deficits.

Aquatic facility requirements for the City of El Segundo is currently 1.69 pools and the forecasted needs to the year 2025 is 2.10 pools (a “pool” is considered to be equivalent to a 25 M x 20 Yards)

FRAMEWORK FOR FUTURE DECISIONS

Recommendations are intended to address the aquatic recreation needs identified in previous sections and are a result of analysis of existing inventory, evaluation of demand, community input, and consideration of City goals and policies. Generally, the objective is to link community goals and vision, community input received from the master plan process, aquatic program needs, and aquatic facility needs.

Aquatic Recreation Facility Community Concept

The overall concept approach that guides development of aquatic facility recommendations, which follow, are based upon the Needs Assessment and can be summarized as follows:

- Support identified aquatic programming needs by providing appropriate aquatic facilities.
- Renovate and repair existing aquatic facilities to maximize efficiency and to contribute to appropriate community image.
- Facilitate the development of new aquatic facilities at Hilltop Park so that the aquatic recreational needs of the existing and future citizens are met and so that future facilities are integral with, provide support for, and enhance the effectiveness of the overall aquatic system in El Segundo.

El Segundo Aquatic Master Plan
EXECUTIVE SUMMARY

This executive summary is a concise representation of the research and recommendations contained in the El Segundo Aquatic Master Plan document. For more detailed information, please refer to the complete report.
AGENDA DESCRIPTION: Consideration and possible action to adopt a resolution establishing the Environmental Committee and appointing Committee members.

RECOMMENDED COUNCIL ACTION:
(1) Adopt Resolution establishing the Environmental Committee and related procedural regulations;
(2) Appoint Committee Members to the Environmental Committee, if any, and terms of office; and
(3) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

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<tr>
<th>Committee/Commission &amp; Board</th>
<th># of Openings</th>
<th>Appointee(s):</th>
<th>Term Expire(s):</th>
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ATTACHED SUPPORTING DOCUMENTS: Draft Resolution

FISCAL IMPACT: N/A

ORIGINATED: Mishia Jennings, Executive Assistant

REVIEWED BY: Jack Walt, Interim City Manager

Date: 7/9/08

Date: 7/2/08
RESOLUTION NO. ___

A RESOLUTION ESTABLISHING THE EL SEGUNDO ENVIRONMENTAL COMMITTEE AND RELATED PROCEDURAL REGULATIONS.

BE IT RESOLVED by the City Council for the City of El Segundo as follows:

SECTION 1: ENVIRONMENTAL COMMITTEE ESTABLISHED; PURPOSE.

An Environmental Committee ("Committee") is established for the purpose of reviewing current city environmental practices, identifying new environmental goals and objectives, and developing a framework for protecting the City’s quality of life while moderating the growth demands upon our natural resources and the impacts their use/consumption has upon our environment.

SECTION 2: MEMBERSHIP.

A. The Committee will consist of five (5) members. Three (3) members constitute a quorum for conducting meetings and taking action.

B. The Committee membership will represent the following interests:

1. Two (2) members will represent the business community;

2. Two (2) members will represent the residential community;

3. One (1) member will be an official from the El Segundo School District;

C. In addition, the City Manager will appoint one City employee to be an ex-officio member of the Committee;

D. Once there are sufficient members from community interest organizations to form a quorum, those members may appoint two (2) additional members from the community at large.

E. Unless otherwise provided, during their incumbency all members must be, and remain, city residents. Should any member cease to be a city resident, that office will be deemed vacant and the term of such member terminated.

F. Upon a position becoming vacant for any reason, a majority of
Committee members may select a replacement member in accordance with the membership diversity established by this section. If a majority does not exist, the city council may fill vacancies in accordance with this section in order to form a quorum. Once there are sufficient members to form a quorum, those members may fill any remaining vacancies in accordance with this section.

G. No Committee member may be a public official elected to city government.

SECTION 3: TERMS OF OFFICE.

A. Unless otherwise provided, of members first appointed to the Committee, two (2) will be appointed for a term of one (1) year, two (2) will be appointed for a term of two (2) years, and one (1) will be appointed for a three (3) year term. Succeeding members will be appointed for terms of four (4) years. The ex-officio member’s term may be designated by the City Manager.

B. Unless otherwise provided, all Committee members will serve until a successor is qualified and appointed.

SECTION 4: ORGANIZATION.

A. Each January, the Committee will annually organize and elect a chairperson and vice-chairperson from its membership for a one-year term. In the chairperson’s or vice-chairperson’s absence or disability, the Committee may designate a chairperson or vice-chairperson pro tempore.

B. Regular meetings must be held on a day and time established by Committee resolution and may be amended from time to time.

C. The Committee may establish its own rules and procedures for conducting business including, without limitation, meetings. All meetings must comply with the Ralph M. Brown Act.

SECTION 5: NONATTENDANCE.

Unless otherwise provided, should a Committee member fail to attend three (3) consecutive meetings, unless excused for cause by the Committee chairperson, that member’s office will be deemed vacant and the member’s term ended.

SECTION 6: APPOINTMENT PROCEDURES.
A. Persons seeking appointment to the Committee should file applications, in a form prescribed by the city manager, or designee, to the city manager's office.

B. The city manager or designee will forward applications received for Committee vacancies to the city council, and interviews of applications will be scheduled at a properly noticed and open meeting of the city council. Such meeting will generally occur outside the city council chambers in an appropriate city facility to allow for informal interaction between the city council and the applications.

C. Applicants will be interviewed individually on a staggered schedule.

D. The city council will take action regarding Committee appointments at a regular or special city council meeting after interviewing all qualified applicants. Candidates for a Committee vacancy will be nominated by individual council members and voted on an individual basis rather than by a slate vote.

E. An applicant must be appointed to a Committee by a majority vote of the city council.

F. If, following a city council vote on all available applicants for a Committee vacancy, the vacancies for a Committee are not all filled, the application period to fill the vacancies will be automatically extended by an additional thirty (30) days or the city council may designated a different time period by majority vote.

G. Upon the time period being extended, the city manager's office will seek further applicants in accordance with applicable law.

SECTION 7: REMOVAL BY CITY COUNCIL. All members serve at the city council's pleasure and may be removed by a majority vote of the city council at any time.

SECTION 8: VACANCY. If a vacancy occurs other than term expiration, notice must be given to the city council and city clerk. The city council may appoint a new member in accordance with this Resolution for the remaining portion of the term.

SECTION 9: This Resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.) because it consists only of revisions and clarifications to existing codes and
procedures regarding appointing persons to City commissions, boards, and committees. Adoption of this Resolution will not have the effect of deleting or substantially changing any regulatory standards or required findings.

SECTION 10: This Resolution is effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this ___ day of _____________, 2008.

__________________________________________
Kelly McDowell,
Mayor

ATTEST:

__________________________________________
Cindy Mortesen,
City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:

__________________________________________
Karl H. Berger,
Assistant City Attorney
### CITY OF EL SEGUNDO
### WARRANTS TOTALS BY FUND

<table>
<thead>
<tr>
<th>Code</th>
<th>Fund Description</th>
<th>Avail.</th>
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<tbody>
<tr>
<td>001</td>
<td>GENERAL FUND</td>
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<td>104</td>
<td>TRAFFIC SAFETY FUND</td>
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<td>108</td>
<td>STATE GAS TAX FUND</td>
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<tr>
<td>109</td>
<td>ASSOCIATED RECREATION ACTIVITIES FUND</td>
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<td>111</td>
<td>COMM. DEV. BLOCK GRANT</td>
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<td>PROP &quot;A&quot; TRANSPORTATION</td>
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<td>114</td>
<td>PROP &quot;C&quot; TRANSPORTATION</td>
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<tr>
<td>115</td>
<td>AIR QUALITY INVESTMENT PROGRAM</td>
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<td>116</td>
<td>HOME SOUND INSTALLATION FUND</td>
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<td>117</td>
<td>HYPERION MITIGATION FUND</td>
<td>19.40</td>
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<td>118</td>
<td>TDA ARTICLE 3 - SB 821 BIKEWAY FUND</td>
<td>9,000.00</td>
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<tr>
<td>119</td>
<td>MTA GRANT</td>
<td>-</td>
</tr>
<tr>
<td>120</td>
<td>FEMA</td>
<td>-</td>
</tr>
<tr>
<td>121</td>
<td>C.O.P.S. FUND</td>
<td>3,991.67</td>
</tr>
<tr>
<td>122</td>
<td>L.A.W.A. FUND</td>
<td>-</td>
</tr>
<tr>
<td>202</td>
<td>ASSESSMENT DISTRICT #73</td>
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<td>301</td>
<td>CAPITAL IMPROVEMENT FUND</td>
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<td>302</td>
<td>INFRASTRUCTURE REPLACEMENT FUND</td>
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<td>405</td>
<td>FACILITIES MAINTENANCE</td>
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<td>501</td>
<td>WATER UTILITY FUND</td>
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<td>502</td>
<td>WASTEWATER FUND</td>
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<td>GOLF COURSE FUND</td>
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<td>EQUIPMENT REPLACEMENT</td>
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<td>602</td>
<td>LIABILITY INSURANCE</td>
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<tr>
<td>603</td>
<td>WORKERS COMP. INSURANCE/RESERVE INSURANCE</td>
<td>6,864.07</td>
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<tr>
<td>701</td>
<td>RETIRED EMP. INSURANCE</td>
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<td>702</td>
<td>EXPENDABLE TRUST FUND - DEVELOPER FEES</td>
<td>142,490.00</td>
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<td>703</td>
<td>EXPENDABLE TRUST FUND - OTHER</td>
<td>12,959.45</td>
</tr>
<tr>
<td>708</td>
<td>OUTSIDE SERVICES TRUST</td>
<td>135.44</td>
</tr>
</tbody>
</table>

**TOTAL WARRANTS**: $ 1,095,628.01

---

**STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**  
Information on actual expenditures is available in the Director of Administrative Services office in the City of El Segundo.

I certify as to the accuracy of the Demands and the availability of fund for payment thereof.

For Approval: Regular checks held for City council authorization to release.

**CODES:**

- **R** = Computer generated checks for all non-emergency/urgent payments for materials, supplies and services in support of City Operations

For Ratification:

- **A** = Payroll and Employee Benefit checks

**B - F** = Computer generated Early Release disbursements and/or adjustments approved by the City Manager. Such as: payments for utility services, petty cash and employee travel expense reimbursements, various refunds, contract employee services consistent with current contractual agreements, instances where prompt payment discounts can be obtained or late payment penalties can be avoided or when a situation arises that the City Manager approves.

**H** = Handwritten Early Release disbursements and/or adjustments approved by the City Manager.

---

**FINANCE DIRECTOR**: Deborah C. Shull  
**CITY MANAGER**: [Signature]  
**DATE**: 4/23/08

---

**VOIDS CHECKS DUE TO ALIGNMENT**: N/A

**VOIDS CHECKS DUE TO INCORRECT CHECK DATE**:  
**VOIDS CHECKS DUE TO COMPUTER SOFTWARE ERROR**:  
**NOTES**
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
6/6/2008 THROUGH 6/19/2008

<table>
<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/10/2008</td>
<td>West Basin</td>
<td>924,606.60</td>
<td>H2O payment</td>
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<td>6/12/2008</td>
<td>Health Comp</td>
<td>1,175.67</td>
<td>Weekly claims</td>
</tr>
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<td>6/12/2008</td>
<td>Employment Development</td>
<td>44,525.37</td>
<td>State Taxes</td>
</tr>
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<td>6/12/2008</td>
<td>IRS</td>
<td>221,776.69</td>
<td>Federal Taxes</td>
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<td>6/13/2008</td>
<td>State of CA</td>
<td>1,153.24</td>
<td>Child support withholdings</td>
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<td>6/13/2008</td>
<td>Health Comp</td>
<td>5,711.21</td>
<td>Weekly claims</td>
</tr>
<tr>
<td>6/13/2008</td>
<td>Manufactures &amp; Traders</td>
<td>40,564.43</td>
<td>Vantage 457</td>
</tr>
<tr>
<td>6/16/2008</td>
<td>Nationwide Retirement</td>
<td>28,740.22</td>
<td>457 contributions</td>
</tr>
<tr>
<td>6/17/2008</td>
<td>Federal Reserve</td>
<td>50.00</td>
<td>Employee EE Bonds</td>
</tr>
<tr>
<td>6/17/2008</td>
<td>Federal Reserve</td>
<td>300.00</td>
<td>Employee I Bonds</td>
</tr>
<tr>
<td>6/18/2008</td>
<td>Cal Pers</td>
<td>275,415.14</td>
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<td>995.48</td>
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<td>Health Comp</td>
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<td>Weekly claims</td>
</tr>
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<td>6/18/2008</td>
<td>Lane Donovan Golf</td>
<td>24,516.92</td>
<td>Payroll Transfer</td>
</tr>
<tr>
<td>6/6-6/19/08</td>
<td>Workers Comp Activity</td>
<td>22,788.99</td>
<td>SCRMA checks issued</td>
</tr>
</tbody>
</table>

1,594,848.63

DATE OF RATIFICATION: 7/1/08
TOTAL PAYMENTS BY WIRE:

Certified as to the accuracy of the wire transfers by:

[Signature]
Deputy Treasurer
6/23/08

[Signature]
Director of Finance
6/23/08

[Signature]
City Manager
6/23/08

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
<table>
<thead>
<tr>
<th>Code</th>
<th>Fund Description</th>
<th>Amount</th>
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<tr>
<td>001</td>
<td>General Fund</td>
<td>528,740.22</td>
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<tr>
<td>104</td>
<td>Traffic Safety Fund</td>
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<tr>
<td>106</td>
<td>State Gas Tax Fund</td>
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<td>108</td>
<td>Associated Recreation Activities Fund</td>
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<tr>
<td>109</td>
<td>Asset Forfeiture Fund</td>
<td>-</td>
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<tr>
<td>111</td>
<td>Comm. Dev. Block Grant</td>
<td>3,302.68</td>
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<td>112</td>
<td>Prop 'A' Transportation</td>
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<td>114</td>
<td>Prop 'C' Transportation</td>
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<td>Air Quality Investment Program</td>
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<td>116</td>
<td>Home Sound Installation Fund</td>
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<td>117</td>
<td>Hyperson Mitigation Fund</td>
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<td>118</td>
<td>TDA Article 3 - S3 821 Bikeway Fund</td>
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<tr>
<td>119</td>
<td>MTA Grant</td>
<td>-</td>
</tr>
<tr>
<td>121</td>
<td>FEMA</td>
<td>-</td>
</tr>
<tr>
<td>120</td>
<td>C.O.P.S. Fund</td>
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<tr>
<td>122</td>
<td>L.A.W.A. Fund</td>
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<tr>
<td>202</td>
<td>Assessment District #75</td>
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<td>Capital Improvement Fund</td>
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<td>302</td>
<td>Infrastructure Replacement Fund</td>
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<td>405</td>
<td>Facilities Maintenance</td>
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<td>Water Utility Fund</td>
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<td>Wastewater Fund</td>
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<td>503</td>
<td>Golf Course Fund</td>
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<td>601</td>
<td>Equipment Replacement</td>
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<td>602</td>
<td>Liability Insurance</td>
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<td>603</td>
<td>Workers Comp. Reserve/Insurance</td>
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<td>701</td>
<td>Retired RMP. Insurance</td>
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<td>702</td>
<td>Expendable Trust Fund - Developer Fees</td>
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<td>703</td>
<td>Expendable Trust Fund - Other</td>
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<tr>
<td>708</td>
<td>Outside Services Trust</td>
<td>182.44</td>
</tr>
</tbody>
</table>

**Total Warrants**  
$ 1,213,130.11

**STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

Information on actual expenditures is available in the Director of Administrative Services office in the City of El Segundo.

I certify as to the accuracy of the Demands and the availability of fund for payment thereof.

For Approval: Regular checks held for City council authorization to release.

**CODES:**

- **R** = Computer generated checks for all non-emergency/urgent payments for materials, supplies and services in support of City Operations

**For Ratification:**

- **A** = Payroll and Employee Benefit checks
- **B-F** = Computer generated Early Release disbursements and/or adjustments approved by the City Manager. Such as: payments for utility services, petty cash and employee travel expense reimbursements, various refunds, contract employee services consistent with current contractual agreements, instances where prompt payment discounts can be obtained or late payment penalties can be avoided or when a situation arises that the City Manager approves.
- **H** = Handwritten Early Release disbursements and/or adjustments approved by the City Manager.

**FINANCE DIRECTOR**  
**DATE:** 7/1/08

**CITY MANAGER**  
**DATE:** 7/8/08
# CITY OF EL SEGUNDO
## PAYMENTS BY WIRE TRANSFER
### 6/20/2008 THROUGH 7/03/2008

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<tr>
<th>Date</th>
<th>Payee</th>
<th>Amount</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>5/16/2008</td>
<td>Health Comp</td>
<td>(1,175.67)</td>
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</tr>
<tr>
<td>5/16/2008</td>
<td>Manufactures &amp; Traders</td>
<td>1,175.67</td>
<td>Correct previous memo</td>
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<td>6/23/2008</td>
<td>La Salle</td>
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<td>ABAG Payment</td>
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<td>6/23/2008</td>
<td>Pitney Bowes</td>
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<td>City Hall Postage Machine</td>
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<td>6/26/2008</td>
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<td>State Taxes</td>
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<td>6/26/2008</td>
<td>IRS</td>
<td>255,415.28</td>
<td>Federal Taxes</td>
</tr>
<tr>
<td>6/27/2008</td>
<td>Federal Reserve</td>
<td>50.00</td>
<td>Employee EE Bonds</td>
</tr>
<tr>
<td>6/27/2008</td>
<td>Federal Reserve</td>
<td>300.00</td>
<td>Employee I Bonds</td>
</tr>
<tr>
<td>6/27/2008</td>
<td>State of CA</td>
<td>1,153.24</td>
<td>Child support withholdings</td>
</tr>
<tr>
<td>6/27/2008</td>
<td>Nationwide Retirement</td>
<td>28,740.22</td>
<td>457 contributions</td>
</tr>
<tr>
<td>6/27/2008</td>
<td>Health Comp</td>
<td>369.72</td>
<td>Weekly claims</td>
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<td>6/27/2008</td>
<td>Manufactures &amp; Traders</td>
<td>40,485.75</td>
<td>Vantage 457</td>
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<td>7/1/2008</td>
<td>Cal Pers</td>
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<td>7/1/2008</td>
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<tr>
<td>7/3/2008</td>
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<td>Heath Premium</td>
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<td>7/3/2008</td>
<td>Unumprovident</td>
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<td>LTD insurance</td>
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<tr>
<td>6/6-6/19/08</td>
<td>Workers Comp Activity</td>
<td>63,409.11</td>
<td>SCRMA checks issued</td>
</tr>
</tbody>
</table>

**DATE OF RATIFICATION: 7/15/08**
**TOTAL PAYMENTS BY WIRE:**

|                        | 1,184,717.05 |

Certified as to the accuracy of the wire transfers by:

- Deputy Treasurer
  
- Director of Finance
  
- City Manager

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 17, 2008 - 5:00 P.M.

5:00 P.M. SESSION

CALL TO ORDER – Mayor McDowell at 5:00 p.m.

ROLL CALL

Mayor McDowell - Present
Mayor Pro Tem Busch - Present
Council Member Brann - Present
Council Member Fisher - Present
Council Member Jacobson - Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.

SPECIAL ORDER OF BUSINESS:

None

The City Attorney stated that Council would be meeting in closed session pursuant to items identified on the agenda and Government Code §54956.9(b) item was a threat of exposure to litigation known to the public generally.

CLOSED SESSION:
The City Council moved into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) – -1- matter

1. City of El Segundo vs. City of Los Angeles, et. al. LASC No. BS094279

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -1- potential case (no further public statement is required at this time); Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.
DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): - 0- matter

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): - 4- matters
City Negotiators: Interim City Manager Jack Wayt; Human Resources Director Bob Hyland; Finance Director Deborah Cullen; Richard Kreisler. Employee Organizations: (1) Unrepresented management/confidential employees (City employees who are not members of bargaining units); (2) the El Segundo Police Officers' Association; (3) El Segundo Firefighter's Association; and (4) the El Segundo Police Manager's Association.

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): - 0- matter

SPECIAL MATTERS: - 0- matter

Council recessed at 6:50 p.m.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 17, 2008 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor McDowell at 7:00 p.m.

INVOCATION – Pastor Roger Kinsey, Pacific Baptist Church

PLEDGE OF ALLEGIANCE – Council Member Bill Fisher

PRESENTATIONS

a. Council Member Brann presented a Proclamation to Bob Motta, Recreation and Parks Commission Chair, announcing July as Parks & Recreation Month.

ROLL CALL

Mayor McDowell - Present
Mayor Pro Tem Busch - Present
Council Member Brann - Present
Council Member Fisher - Present
Council Member Jacobson - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

Kelly Kemp, resident, spoke regarding the Capital Improvements Project Committee meetings. Requested that money not be spent on the Urho Swim Stadium Pool filtration system and instead a strategy be developed to refurbish or replace the pool.

Barbara Briney, resident, spoke regarding Item 1, improvements and repairs to the Urho Swim Stadium Pool filtration system. Requested Council not spend funds to repair the filtration system at this time and instead develop a plan to refurbish or replace the pool.

Jim Boulgarides, resident, spoke regarding Item 1, improvements and repairs to the Urho Swim Stadium Pool filtration system. Requested Council develop a long term plan to replace the pool.

Liz Garnholz, resident, spoke regarding Item 1, improvements and repairs to the Urho Swim Stadium Pool. Stated the pool should be repaired and maintained not replaced.
A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

MOTION by Council Member Jacobson, SECONDED Council Member Fisher by to read all ordinances and resolutions on the Agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

1. Consideration and possible action regarding the approval of funds for needed improvements and repairs to the Urho Saari Swim Stadium Pool (The Plunge) at 219 W. Mariposa Avenue. (Fiscal Impact: $676,000)

Stephanie Katsouleas, Interim Public Works Director, gave a report.

MOTION by Council Member Fisher, SECONDED by Mayor Pro Tem Busch to hold off on a decision regarding pool repair and address this item at the upcoming Strategic Planning Meeting scheduled for 8:30 a.m., June 27, 2008, Police Department Emergency Operations Center. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Item to be agendized for July 15, 2008 Regular City Council Meeting.

2. Consideration and possible action regarding appointing a Council Member to participate in meetings/discussions regarding constructing a restroom/lifeguard/storage facility on the beach adjacent to Grand Avenue and Vista del Mar. (Fiscal Impact: None)

Stephanie Katsouleas, Interim Public Works Director, gave a report.

Council consensus to appoint Mayor Pro Tem Busch to participate in discussions regarding a proposed restroom/lifeguard/storage facility on the beach adjacent to Vista del Mar at Grand Avenue. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

3. Consideration and possible action regarding the announcement of the appointments of candidates to the following Committees, Commissions and Boards (CCBs): Library Board of Trustees and Planning Commission.

Mayor McDowell announced the following appointments to the CCBs:

Reappoint Steve Hunt and appoint Laura Verouden to the Library Board of Trustees to full terms to expire 6/30/2011; Reappoint Suzanne Fuentes and appoint Ryan Baldino to the Planning Commission to full terms to expire 6/30/2012.
E. CONSENT AGENDA
All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

4. Approved Warrant Numbers 2566151 to 2566339 on Register No. 17 in the total amount of $601,749.54 and Wire Transfers from 5/23/2008 through 6/5/2008 in the total amount of $1,047,065.35. Authorized staff to release. Ratified: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

5. Approved Regular and Special City Council Meeting Minutes of June 4, 2008.

6. Accepted a $5,000,000 grant from the Federal Aviation Administration (FAA) (Grant Agreement for Project No. AIP 3-06-0139-47) to be used for the Residential Sound Insulation (RSI) Program. Authorized the Mayor to execute.

7. Accepted additional grant funding from the Urban Area Security Initiative Fiscal Year 2006 ("UASI FY06") federal grant program to provide hazardous materials training, urban search and rescue ("USAR") training, and interoperable self-contained breathing apparatus; and authorized the City Manager to sign a UASI FY06 contract amendment describing the allocation. (Fiscal Impact: $205,525) Authorized the City Manager to sign an Amendment to City Contract # 3736 with the City of Los Angeles.

8. Authorized the City Manager to bid and award a contract for a vehicle to be utilized by the Fire Department as funded in the FY 2007/2008 Equipment Replacement Fund, and approval to retire to auction a pool car. (Fiscal Impact: Not to exceed $28,000)

9. PULLED FOR DISCUSSION BY MAYOR MCDOWELL

10. Approved Agreement No. 3831 for the Municipal Area Express (MAX) commuter bus service. (Fiscal Impact: FY 08-09 $57,108; FY 09-10 $60,203; FY 10-11 $63,880; Total Fiscal Impact $181,191 over 3 years). Authorized the City Manager to execute the agreement on behalf of the City.

MOTION by Council Member Fisher, SECONDED by Mayor Pro Tem Busch to approve Consent Agenda Items 4, 5, 6, 7, 8, and 10. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CALL ITEMS FROM CONSENT AGENDA

9. Consideration and possible action regarding authorization for the Police Department to purchase nine Ford Crown Victoria police package vehicles piggybacking on an existing Los Angeles County Sheriff's Department contract. (Fiscal Impact: $222,300)
MOTION by Mayor McDowell, SECONDED by Mayor Pro Tem Busch pursuant to El Segundo Municipal Code Sec. 1-7-10, to waive the bidding process and authorized the Police Department to purchase nine Ford Crown Victoria police package vehicles piggybacking on an existing Los Angeles County Sheriff's Department contract. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

G. REPORTS – CITY MANAGER - NONE

H. REPORTS – CITY ATTORNEY – Announced that the City Council, in closed session this evening, voted unanimously to authorize the filing of a request for a hearing regarding Los Angeles World Airport’s application for a noise variance that has been filed with Cal Trans.

I. REPORTS – CITY CLERK - NONE

J. REPORTS – CITY TREASURER - NONE

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fisher – NONE

Council Member Jacobson – Spoke regarding upcoming July 4th celebration.

Council Member Brann – Reported on recent League of California Cities Conference.

Mayor Pro Tem Busch – Spoke on the Environmental Expo on July 3rd 3-7 p.m. on Main Street. Announced the Guaymas Sister City visit over the July 4th weekend.

Mayor McDowell – Spoke regarding the proposed Military Processing Station Public Hearing at the next Planning Commission Meeting.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have receive value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

Liz Garnholz, resident, spoke regarding the El Segundo Power Plant and upcoming public meeting on June 25, 2008, at 5:00 p.m. in the City Council Chamber.

Mayor McDowell requested feedback from the community regarding LED lights that have been placed on a trial basis in the parkway trees on Main Street.

MEMORIALS – Amy Grant, sister of RSI Program Manager James O'Neill.
ADJOURNMENT at 7:55 p.m.

Cathy Domann, Deputy City Clerk
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 17, 2008 – 4:00 P.M.

CALL TO ORDER – Mayor McDowell at 4:00 p.m.

ROLL CALL

Mayor McDowell - Present
Mayor Pro Tem Busch - Present
Council Member Brann - Present
Council Member Fisher - Present – arrived at 4:15 p.m.
Council Member Jacobson - Present

PUBLIC COMMUNICATIONS - (Related to City Business Only - 5 minute limit per person, 30 minute limit total). Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves before addressing the City Council. Failure to do so is a misdemeanor and punishable by a fine of $250. - NONE

SPECIAL MATTERS: -1- matter

1. Interview of candidates and potential appointments to the Library Board of Trustees and Planning Commission. [Note: the interviews will commence at approximately 4:00 p.m. and take place in the West Conference Room in City Hall]

Council consensus to reappoint Steve Hunt and appoint Laura Verouden to the Library Board of Trustees to a full terms to expire 6/30/2011; reappoint Suzanne Fuentes and appoint Ryan Baldino to the Planning to full terms to expire 6/30/2012.

ADJOURNMENT – 5: 00 p.m.

______________________________
Cathy Domann, Deputy City Clerk
EL SEGUNDO CITY COUNCIL
AGENDA ITEM STATEMENT

AGENDA DESCRIPTION:

Consideration and possible action to authorize the Interim City Manager to execute a Lease with The Aerospace Corporation (the “Lessee”) to construct a private pedestrian bridge (the “bridge”) over El Segundo Boulevard near the intersection of Douglas Street.

RECOMMENDED COUNCIL ACTION:

(1) Authorize the Interim City Manager to execute a lease with The Aerospace Corporation in a form approved by the City Attorney to allow a private pedestrian bridge over El Segundo Boulevard; and (2) alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

On June 26, 2008, the Planning Commission adopted Resolution No. 2635 which allows a pedestrian bridge to be constructed with a condition that the City and The Aerospace Corporation enter into a lease regarding the bridge.

(See Background & Discussion on next page)

ATTACHED SUPPORTING DOCUMENTS:

Lease; Planning Commission Staff report; and Resolution No. 2635

FISCAL IMPACT: None

Operating Budget: NA
Amount Requested: NA
Account Number: NA
Project Phase: NA
Appropriation Required: No

ORIGINATED BY: Gary Chicots, Director Planning and Building Safety

REVIEWED BY: Jack Wayt, Interim City Manager

DATE: 7-10-08

DATE: 7-10-08
BACKGROUND & DISCUSSION (Continued):

The Aerospace Corporation filed an application for a pedestrian bridge spanning El Segundo Boulevard. The proposed bridge would connect the Los Angeles Air Force Base with the Aerospace Corporation. On June 26, 2008 the Planning Commission approved the project subject to the City and The Aerospace Corporation entering into a lease which will allow the Aerospace Corporation to use the public right-of-way. A complete overview of the proposed project is included in the staff report presented to the Planning Commission which is attached to this memorandum.

To implement the proposed project, The Aerospace Corporation agreed to grant the City an airspace easement extending over The Aerospace Corporation property from its A-9 Building to the City’s existing right-of-way over El Segundo Boulevard. This will allow the pedestrian bridge to be constructed completely within the public right-of-way. Consequently, The Aerospace Corporation must lease the public right-of-way from the City to construct, operate, and maintain the pedestrian bridge. The draft lease term is fifty (50) years with a fifty (50) year renewal option. The Lessee would pay nominal rent in the sum of one dollar ($1) per year.

If the City Council takes the recommended action, The Aerospace Corporation can begin constructing the bridge in August/September.
LEASE AGREEMENT BETWEEN THE
CITY OF EL SEGUNDO AND
THE AEROSPACE CORPORATION

THIS LEASE is made and executed this ____ day of, 2008, between CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY"), and The Aerospace Corporation, a California nonprofit corporation ("LESSEE").

1. RECITALS. This Lease is made with reference to the following facts and objectives:

A. LESSEE, a California nonprofit Corporation operating in El Segundo for over forty years, desires to construct a private pedestrian bridge over El Segundo Boulevard that connects to its primary customer, The Los Angeles Air Force Base; and

B. The construction of this bridge would add to the safety and security of employees of both companies as well as CITY; and

C. The right to the airspace above El Segundo Boulevard where the bridge will reside is technically owned and controlled by CITY.

2. LEASE; DESCRIPTION OF PROPERTY. CITY leases to LESSEE to use, on the terms and conditions of this Lease, portions of real property identified in attached Exhibit "A" ("Property"), which is incorporated by reference.

3. RENT. LESSEE agrees to pay to CITY as rental for the Property the sum of one dollars ($1.00) per year, payable in advance on January 1 of each year during the term.

4. TERM. The term of this Lease is fifty (50) years, with a fifty (50) year renewal option at the request of LESSEE at the same rate.

5. USE OF PROPERTY. Subject to the limitations listed below, LESSEE may use the Property for a private pedestrian walkway over El Segundo Boulevard. The Property may not be used for any other purpose. The pedestrian walkway will be inaccessible to the public and will only be used by employees of The Aerospace Corporation and the Los Angeles Air Force Base.

6. HAZARDOUS WASTE. CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored, or disposed of, or permitted the use, generation, storage, or disposal of, any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees that it will not use, generate, store, or dispose of any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees to defend and indemnify CITY, as provided in this Lease, against any and all losses, liabilities, claims, and/or costs arising from any breach by LESSEE of any warranty or agreement contained in this section. As used in this section, "hazardous material" means any substance, chemical or waste that is
identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

7. **POSSESSORY INTEREST TAXES.** LESSEE is informed by CITY pursuant to Revenue & Taxation Code § 107.6 that its property interest in the Property may be subject to property taxation if created and that LESSEE may be subject to the payment of property taxes levied on its interest. LESSEE may not deduct such amount from payments to CITY.

8. **QUIET ENJOYMENT.** CITY agrees that LESSEE, upon making payments to be paid by LESSEE under the terms of this Agreement and upon observing and keeping the agreements and each of the covenants of this Lease will lawfully and quietly hold, occupy, and enjoy the Property during the term of this Lease.

9. **CITY’S LIMITED WARRANTY.** CITY warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute this agreement and perform its terms and conditions and has the legal right, power and authority to grant all of the rights granted herein.

10. **TERMINATION.** This Lease may be terminated as follows:

   A. At the expiration of the term; or

   B. Upon mutual written agreement between the parties.

   C. Within ninety (90) days after termination, or such other time as mutually agreed to by the parties, LESSEE must remove its pedestrian bridge from the Property at no cost to CITY.

11. **SALE OR TRANSFER BY CITY.** Should CITY, at any time during the term of this Lease, sell, lease, transfer, or otherwise convey all or any part of the Property to any transferee other than LESSEE, then such transfer will be under and subject to this Lease and all of LESSEE’s rights hereunder.

12. **RELOCATION BENEFITS.** LESSEE acknowledges that it was informed that CITY is a public entity and that the Property was previously acquired by CITY for a public purpose. LESSEE further acknowledges that any rights acquired under this Lease arose after the date of acquisition of the Property and that said rights are subject to termination when the Property is needed by CITY. LESSEE acknowledges that at the time of any termination of this Lease, LESSEE will not be a “displaced person” entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

13. **NO PUBLIC PROJECT.** All rights given to LESSEE pursuant to this Lease are for LESSEE’s use of the public property identified herein. Any trespass, use, or other utilization of private property by LESSEE is done at its own risk; LESSEE is not an agent
of CITY and this Lease is not intended, nor should it be construed, to constitute a public project.

14. FORCE MAJEURE. Should performance of this Lease be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then it will immediately terminate without obligation of either party to the other.

15. ALTERATIONS, MECHANICS' LIENS. LESSEE will keep the property free from any liens arising out of any work performed, material furnished, or obligations incurred by LESSEE.

16. ASSIGNMENT AND SUBLETTING. This Lease may be assigned or transferred by LESSEE to a successor in interest upon CITY's written consent which will not be unreasonably withheld. CITY's city manager may execute such written consent on CITY's behalf.

17. HOLDOVER. If LESSEE holds possession of the Property after the initial term, or any option, expires, with CITY's written consent, LESSEE will become a tenant from month-to-month at the fair market rental rate per month. Such tenancy will be subject to all of the terms and conditions of this Lease.

18. INDEMNIFICATION.
   A. LESSEE indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Lease, or its performance, except for CITY's sole active negligence. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Lease, or its performance, pursuant to this Lease, LESSEE will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.

   B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and volunteers.

   C. LESSEE expressly agrees that this hold harmless and indemnification provision is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

   D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Lease.

   E. The requirements as to the types and limits of insurance coverage to be maintained by LESSEE as required by Section 19 below, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LESSEE pursuant to
this Lease, including but not limited to the provisions concerning indemnification.

19. **INSURANCE.** LESSEE must procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

   A. LESSEE will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with LESSEE’s performance in the amount of not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.

   B. Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Lease will be endorsed to name CITY, its officials, volunteers, and employees as “additional insureds” under said insurance coverage, to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

   C. LESSEE will furnish to CITY a certificate of insurance, in the standard form required by CITY, duly authenticated, evidencing maintenance of the insurance required under this Lease and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”

20. **COMPLIANCE WITH LAW.** LESSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the Property and will faithfully observe in the use of the Property all applicable laws. The judgment of any court of competent jurisdiction that LESSEE has violated any such ordinance or statute in the use of the Property will be conclusive of that fact as between CITY and LESSEE.

21. **WAIVER OF BREACH.** Any express or implied waiver of a breach of any term of this Lease will not constitute a waiver of any further breach of the same or other term of this Lease.

22. **NOTICES.** Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:
LESSEE at: Jerry Hashimoto – The Aerospace Corporation
2350 E. El Segundo Blvd., M2-333
El Segundo, CA 90245

CITY at: Public Works Director
350 Main Street
El Segundo, California 90245

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

23. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that agreements ancillary to this Lease and related documents to be entered into in connection with this Lease will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

24. GOVERNING LAW. This Lease has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Lease will be in Los Angeles County.

25. PARTIAL INVALIDITY. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease will remain in effect, unimpaired by the holding.

26. INTEGRATION. This instrument and its attachments constitute the sole agreement between CITY and LESSEE respecting the Property, the use of the Property by LESSEE, and the specified term, and correctly sets forth the obligations of CITY and LESSEE. Any Lease or representations respecting the Property or its licensing by CITY to LESSEE not expressly set forth in this instrument are void. There is one (1) attachment to this Lease.

27. CONSTRUCTION. The language of each part of this Lease will be construed simply and according to its fair meaning, and this Lease will never be construed either for or against either party.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Lease and to engage in the actions described herein. This Lease may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

29. COUNTERPARTS. This Lease may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.
IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF EL SEGUNDO

City Manager

THE AEROSPACE CORPORATION

Daniel Barbee
General Manager, Facilities

ATTEST:

Cindy Mortesen,
City Clerk

Taxpayer ID No. ______________

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By:
Karl H. Berger, Assistant City Attorney
Exhibit A

The pedestrian bridge linking the Los Angeles Air Force Base and the Aerospace Corporation will cross El Segundo Boulevard approximately feet east of the intersection of El Segundo Boulevard and Douglas Street as shown on the attached Sheet A1-101. The bridge will be approximately 12 feet wide as shown on Sheet A2-101. The bridge will be approximately 17 feet above the existing roadway surface as shown on sheet A4-101.
CITY OF EL SEGUNDO

PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING: June 26, 2008

SUBJECT: Environmental Assessment No. EA-765

APPLICANT: Aerospace Corporation c/o Daniel S. Barbee
Los Angeles Air Force Base
c/o Joseph H. Schwarz, Colonel, USAF

PROPERTY OWNER: The Aerospace Corporation and the LA Air Force Base

REQUEST: Proposal to install a pedestrian bridge over the public right-of-way at El Segundo Boulevard approximately 317'-0" east of the intersection of El Segundo Boulevard and Douglas Street

PROPERTY LOCATION: 2350 E. El Segundo Boulevard

I. Introduction

The proposed project is a request to approve Environmental Assessment No. EA-765 and adopt a Mitigated Negative Declaration ("MND") for constructing a 135-foot long, 12-foot wide, 25'-9" tall restricted access pedestrian bridge (the "Bridge") spanning across El Segundo Boulevard anchored on each end by a 35-foot tall stair/elevator tower (the "Tower"). The southern Tower will be located within the City’s right-of-way. The pedestrian bridge will span El Segundo Boulevard, approximately 317'-0" feet east of the intersection of El Segundo Boulevard and Douglas Street. The Bridge will extend from the Aerospace Corporation property located at the southeast corner of El Segundo Boulevard and Douglas Street, commonly referred to as 2350 El Segundo Boulevard, to the Los Angeles Air Force Base property located at the northeast corner of El Segundo Boulevard and Douglas Street. The proposed bridge will be the subject of a lease between the City and the Aerospace Corporation that will establish conditions for land dedication for future street widening and right-of-way improvements, and airspace rights where the proposed bridge will be located that will be leased to the Aerospace Corporation. The proposed northern Tower is located on the Los Angeles Air Force Base property, which is federally-owned property and is therefore not subject to regulation by the El Segundo Municipal Code. The LAAFB will not be a party to the lease.
II. **Recommendation**

Planning staff recommends that the Planning Commission review the facts as contained within this report, and adopt Resolution No. 2635 approving Environmental Assessment No. EA-765 with the proposed conditions and mitigation measures to mitigate impacts.

III. **Background**

The Aerospace Corporation is a nonprofit company that operates a federally funded research and development center for the United States Air Force and also works with other governmental agencies and commercial firms. The Aerospace campus is located at 2350 El Segundo Boulevard and is bounded by El Segundo Boulevard on the north, Aviation Boulevard on the east along the Burlington Northern Santa Fe (BNSF) Railroad right-of-way, on the east and south, and by Douglas Street on the west. The site is approximately 36.2 acres. In April 2006, the Planning Commission approved Environmental Assessment No. 622, allowing 752-space parking structure, a new four-story 177,400 gross sq. ft. office building ("A-9" Building), a new one-story, 15,900 gross square foot high-bay laboratory, and the demolition of an existing six-story 96-foot tall 122,700 square foot one-story office building. The Director of Planning and Building Safety also approved a Lot Line Adjustment (LLA) to create two lots from four existing lots to accommodate the proposed development. EA No. 622 was approved in accordance with the provisions of the El Segundo Municipal Code for the Light Industrial (M-1) Zone. The LAAFB property is located at the northeast corner of El Segundo Boulevard and Douglas Street commonly referred to as 483 N. Aviation Boulevard and is bounded by El Segundo Boulevard to the south, Douglas Street to the west, Northrop Grumman Corporation to the north, and Burlington Northern Santa Fe (BNSF) Railroad right-of-way to the east. The site is approximately 46.52 acres.

Aerospace is currently under construction with the "A-9" Building. The Bridge as proposed under EA 765 will be connected to the "A-9" Building. The Aerospace Corporation and the LAAFB maintain a unique relationship in that classified material and information is circulated to and from both locations requiring the need for a secured bridge with no public access. Currently Aerospace and LAAFB personnel are required to go through security four times when delivering information and material to and from the Aerospace Corporation and the LAAFB. Additionally, the personnel must travel and cross El Segundo Boulevard at grade with such materials. The proposed Bridge will be a direct and secured connection for Aerospace and LAAFB personnel and will provide for a more efficient security procedure.
The surrounding land uses and zoning are as follows:

<table>
<thead>
<tr>
<th>Existing Land Use</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>North: Federal Property, LAAFB</td>
<td>Public Facilities (P-F)</td>
</tr>
<tr>
<td>South: Industrial</td>
<td>Light Industrial (M-1)</td>
</tr>
<tr>
<td>East: Railroad right-of-way</td>
<td>n/a</td>
</tr>
<tr>
<td>West: Industrial</td>
<td>Light Industrial (M-1)</td>
</tr>
</tbody>
</table>

**General Plan Designation**

<table>
<thead>
<tr>
<th>North: Federal Government</th>
<th>South: Light Industrial</th>
</tr>
</thead>
<tbody>
<tr>
<td>East: Transportation Railroad</td>
<td>West: Light Industrial</td>
</tr>
</tbody>
</table>

**IV. Analysis**

The proposed Bridge will be the third bridge proposed over El Segundo Boulevard and will span 135'-0" from tower to tower. The proposed bridge will be located approximately 317'-0" from the El Segundo Boulevard and Douglas Street intersection. The Towers that will support and anchor the Bridge on both the LAAFB and Aerospace properties will be approximately thirty-five (35) feet high. The maximum height of the Bridge will be approximately 25'-9" and will be constructed of white aluminum cladding and translucent glass panels that will be approximately 8'-9" high. The glass panels will be approximately 6'-6" tall. The Bridge will have an underside clearance of 17'-0" from the crown of the street (El Segundo Blvd.) The total height from the street surface to the top of the glass on the Bridge will be approximately 25'-9".

Per the Circulation Element of the City of El Segundo's General Plan, El Segundo Boulevard is designated as a Major Arterial (8 Lanes Minimum). The current width of El Segundo Boulevard within the area of the proposed Bridge is 111.89' and is improved with eight thorough lanes and a left turn pocket and a dedicated right turn lane. The proposed Bridge will span 135'-0" and will require that Aerospace dedicate approximately 6'-3" to the City along El Segundo Boulevard to accommodate and provide for a right-of-way width of 118'-0". The 118'-0" road width will enable the City to provide up to 10 lanes from the Bridge westerly to the intersection of El Segundo Boulevard and Douglas Street consistent with the Circulation Element Master Plan of Streets and planned roadway improvements in the City's General Plan. This will include four (4) through lanes for east bound traffic and four (4) though lanes for west bound traffic. In addition, there will be two (2) dedicated left turn lanes for west bound traffic seeking to make left turns south onto Douglas Street. Just east of the Bridge the 118'-0" right-of-way width will provide up to nine (9) lanes. The 135'-0" span of the Bridge will be from Tower to Tower and will not require a center column support on El Segundo Boulevard. The lack of a center column will provide more flexibility for the City to implement the planned right-of-way.
improvements in the future that include any necessary street center line shifts or re-striping in connection with any street widening.

The applicant and City are proposing to enter into a lease agreement to allow the pedestrian bridge within the City’s right-of-way. Approval of EA 765 will be conditioned and subject to City Council Approval review and approval of the lease agreement.

Lease Agreement

As noted, the applicant proposes that the City and Aerospace enter into a lease to allow the pedestrian overpass in the public right-of-way. In addition to the irrevocable offer of dedication for real property. Aerospace will also grant the City airspace easement to allow the pedestrian bridge to be constructed entirely within the City’s right-of-way. The irrevocable offer of dedication will be used for future street widening and road improvements. In turn, the City will lease back the identified airspace (from the property line to the "A-9" building on the Aerospace Corporation property) to the Aerospace Corporation to operate, control, and secure the proposed bridge for its use. Consequently, the entire width of the pedestrian bridge (except that portion located on the LAAF property) will be within the public right-of-way. The proposed term of the lease is fifty (50) years, with a fifty (50) year renewal option at the request of the Lessee. The LAAF will not be a party to the lease agreement. The proposed bridge will not prevent pedestrian use of the sidewalk below the bridge.

ZONING CONSISTENCY

The following chart reflects development standards for the Light Industrial (M-1) Zone. Although the proposed Bridge will be located solely within the existing public right-of-way and the proposed airspace rights dedication, a comparison of the proposed Bridge with the M-1 development standards that apply to the Aerospace property where the Bridge connects to the “A9” building is provided to show consistency with the adjacent use. The Bridge is consistent with the M-1 development standards relative to height and is not subject to setbacks as the bridge will be part of the public right-of-way.

<table>
<thead>
<tr>
<th>Minimum Lot Size</th>
<th>10,000 sq. ft.</th>
<th>1,576,900 sq. ft.</th>
</tr>
</thead>
</table>
| Height           | 200 feet maximum | Tower: 35'-0"
| Front Setback    | 25 feet minimum | Bridge: 25'-9"
| Side Setback     | 15 feet minimum | N/A
| Rear Setback     | 10 feet minimum | N/A


GENERAL PLAN CONSISTENCY

The General Plan Land Use Designation of the project site is Light Industrial. The proposed project is consistent with the Goals, Objectives, and Policies of the General Plan as specified in the attached Resolution.

El Segundo Boulevard is identified as Major Arterial (8 Lanes Minimum) within the Circulation Element of the General Plan. El Segundo Boulevard is currently developed with nine lanes. Although El Segundo Boulevard meets the minimum number of lanes required, the width of the right-of-way and roadway is less than the minimum planned right-of-way and roadway standard as required by the General Plan. The proposed project will dedicate approximately 6'-3" from the Aerospace property so as to provide the necessary width of 118'-0" for El Segundo Boulevard and accommodate 10 lanes with 4 lanes going in each direction with two dedicated left two lanes.

The proposed private pedestrian bridge will meet Circulation Element Objective C2-1 and Circulation Element Policies C2-1.2, C2-1.3, and C2-1.4. Objective C2-1 in the Circulation Element states “Provide a pedestrian circulation system to support and encourage walking as a safe and convenient travel mode within the City’s circulation system.” The proposed private pedestrian bridge will provide a safe, secured, convenient mode of travel between the Aerospace Corporation “A-9” building and the Los Angeles Air Force Base, a secured federal military facility.

Circulation Element Policy C2-1.2 states “Develop a citywide system of pedestrian walkways, alleviating the conflict between pedestrians, auto, and bicyclist throughout the City.” The proposed private pedestrian bridge will provide a safe mode of travel for pedestrians as the proposed private pedestrian bridge will alleviate the need for pedestrians to cross El Segundo Boulevard at grade when traveling to and from the Aerospace Corporation and the LAAFB.

Circulation Element Policy C2-1.3 states “Encourage new development in the City to participate in the development of the citywide system of pedestrian walkways and require participation funded by the project developer where appropriate.” The proposed private pedestrian bridge is being constructed and funded in its entirety by the Aerospace Corporation.

Circulation Element Policy C2-1.4 states “Ensure the installation of sidewalks on all future arterial widening or new construction projects, to establish a continuous and convenient link for pedestrians.” The proposed private pedestrian bridge project will provide the necessary land dedication to accommodate future public right-of-way and roadway improvements which includes street widening and the incorporation of new sidewalks as required.

The project also meets Land Use Element Objective LU7-1 “Provide the highest and most efficient level of public services and public infrastructure financially possible.” The proposed private pedestrian bridge is being privately funded by
the Aerospace Corporation and the proposed project is providing the City with
the necessary land dedication to facilitate future roadway improvements.

V. Inter-Departmental Comments

The project applications, Initial Study and Mitigated Negative Declaration, plans,
and photo simulations were circulated to City Divisions and Departments for
review, comment and conditions. Comments and conditions were received from
the Planning & Building Safety Department, El Segundo Fire Department, Public
Works Department, and the Recreation and Parks Department. All
interdepartmental comments are attached as Exhibit C. Staff has incorporated
those comments that are reasonable and demonstrate legal nexus as conditions
of approval in this resolution (See Condition Nos. 1 through 25).

VI. Environmental Review

The proposed project has been analyzed for its environmental impacts and a
draft Initial Study of Environmental Impacts (Exhibit B) was prepared pursuant to
Public Resources Code § 15063 (the California Environmental Quality Act). A
Mitigated Negative Declaration of Environmental Impacts is proposed for this
project pursuant to CEQA § 15070. The Draft Initial Study and Mitigated Negative
Declaration was prepared and circulated for public review and comment from May

Several areas of concern were noted as potentially significant if not mitigated.
These areas include Aesthetics, Cultural Resources, and Geology and Soils. Staff
has incorporated Mitigation Measures (as outlined below) that reduce the impacts
for each of these areas to “Less that Significant” with Mitigation. Mitigation
Measures are incorporated into the Initial Study document as well as the draft
Resolution.

The mitigation measures that have been proposed to mitigate these impacts to less
than significant are as follows:

AESTHETICS - Mitigation Measures

MM AE-1 Lighting must be limited to within the interior of the bridge
surface and designed to minimize glare to passing motorist.

CULTURAL RESOURCES – Mitigation Measures

MM CR-1 In the event that archaeological resources are encountered
during the course of grading or construction, all development must
temporarily cease in these areas until the resources are properly
assessed and subsequent recommendations are determined by a
qualified consultant.
In the event that paleontological resources are encountered during the course of grading or construction, all development must temporarily cease in these areas until the resources are properly assessed and subsequent recommendations are determined by a qualified consultant.

**GEOLOGY AND SOILS – Mitigation Measures**

**MM GS-1** The proposed bridge structure must be appropriately designed by a structural engineer. To ensure that the bridge can safely withstand anticipated ground movement in the case of a seismic event, plans will be reviewed by the City for compliance with structural and safety standards before construction.

**MM GS-2** A geotechnical report must be prepared and submitted to the City that addresses soil conditions within areas under the jurisdiction of the City. If required by the City, existing fill soils must be removed and re-compacted in accordance with the appropriate governmental standards before construction.

No impacts or less than significant impacts would occur and therefore no mitigation measures were required for Agricultural Resources, Air Quality, Biological Resources, Hazards & Hazardous Materials, Hydrology & Water Quality, Land Use Planning, Mineral Resources, Population/Housing, Public Service, Recreation, Transportation/Traffic, Utilities/Service Systems, Noise, and Mandatory Findings of Significance.

No significant impacts that cannot be mitigated would occur as a result of the proposed project. All departments concur with the staff recommendation to approve a Mitigated Negative Declaration of Environmental Impacts.

The proposed project qualified for a Categorical Exclusion under the guidelines of the National Environmental Protection Act (NEPA). The exemption was filed by the LAAFB pursuant to NEPA as required as the LAAFB is a federal facility.

**VII. Conclusion**

Planning staff recommends that the Planning Commission adopt Resolution No. 2635 approving Environmental Assessment No. 765 since the required findings for support have been made.

**VIII. Exhibits**

A. Draft Planning Commission Resolution No. 2635
B. Initial Study Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program (MMRP)
C. Categorical Exclusion (Exemption) per NEPA
D. Inter-departmental Comments/Conditions
E. Applicants application
F. Plans (distributed separately)

Prepared by: Louis Morales, Project Consultant

Kimberly Christensen, AICP, Planning Manager
Department of Planning & Building Safety

Gary Chicots, Director
Department of Planning & Building Safety

P:\Planning & Building Safety\PROJECTS\750-775\EA-765\2008.06.26.EA-765PCar.doc
RESOLUTION NO. 2635

A RESOLUTION APPROVING ENVIRONMENTAL ASSESSMENT NO. 765 TO ALLOW THE AEROSPACE CORPORATION TO CONSTRUCT A PEDESTRIAN BRIDGE OVER EL SEGUNDO BOULEVARD FROM 2350 EAST EL SEGUNDO BOULEVARD TO THE LOS ANGELES AIR FORCE BASE PROPERTY LOCATED AT 483 NORTH AVIATION BOULEVARD

The Planning Commission of the City of El Segundo does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On June 25, 2007, Michael Laughlin, on behalf of The Aerospace Corporation ("Aerospace") and the Los Angeles Air Force Base (The "LAAFB"), filed an application for Environmental Assessment No. 765 for constructing a private pedestrian bridge over El Segundo Boulevard;

B. The application was reviewed by the City's Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code ("ESMC");

C. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the "CEQA Guidelines"), and the City's Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

D. The Department of Planning and Building Safety completed its review and scheduled a public hearing regarding the application before this Commission for June 26, 2008;

E. On June 26, 2008, the Commission held a public hearing to receive public testimony and other evidence regarding the application including, without limitation, information provided to the Commission by City staff, the applicant and the public; and

F. The Commission considered the information provided by City staff, public testimony, the applicant, and The Aerospace Corporation's representatives. This Resolution, and its findings, are made based upon the evidence presented to the Commission at its June 26, 2008 hearing.
including, without limitation, the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Factual Findings and Conclusions. The Commission finds that the following facts exist:

A. The subject site is located in the Light Industrial (M-1) Zone at 2350 East El Segundo Boulevard in the El Segundo public right-of-way and in the Public Facilities P-F Zone at 483 North Aviation, the LAAFB;

B. The surrounding land uses consist primarily of light industrial uses. The LAAFB has a General Plan land use designation of Federal Government and located in the Public Facilities (P-F) Zone. The Aerospace Corporation has a land use designation of Light Industrial and is located within the Light Industrial (M-1) zone;

C. The proposed project is for constructing a private pedestrian bridge and related support towers that will allow the bridge to span 135 feet over El Segundo Boulevard which will connect the LAAFB and Aerospace properties for exclusive use by LAAFB and Aerospace personnel;

D. The proposed private pedestrian bridge will be 135 feet long, 12-feet wide and approximately 25'-9" in height. The bridge will have a 17'-0" high under clearance to the right-of-way below and will be anchored by a tower at each end. The towers will be approximately 35'-0" in height and will contain elevators and stairs for access. The bridge will consist of white aluminum cladding and glass panels;

E. The Aerospace property is irregular in shape with approximately 1,185 feet of street frontage on El Segundo Boulevard and is approximately 36.2 acres in size. The LAAFB property is also irregular in shape and has approximately 1,050 feet of street frontage on El Segundo Boulevard and is approximately 46.5 acres in size; and

F. Vehicular access along El Segundo Boulevard will not be impacted. The project will dedicate approximately 6'-3" in the form of a irrevocable dedication to the City for future roadway and right-of-way improvements, which includes but is not limited to street widening pursuant to the Circulation Element of the General Plan.

SECTION 3: Environmental Assessment. Because of the facts identified in Section 2 of this Resolution, the proposed project was analyzed for its environmental impacts and a Draft Initial Study was prepared pursuant to CEQA Guidelines § 15063. The Initial
Study demonstrated that the project would not have a significant effect on the environment with the implementation of mitigation measures. A Mitigated Negative Declaration of Environmental Impacts is proposed for this project pursuant to CEQA Guidelines § 15070. The mitigation measures listed in the mitigated negative declaration are sufficient to reduce all identified environmental impacts to less than significant levels. Accordingly, based upon the evidence presented to the Commission, the City need not prepare an environmental impact report for the proposed project. Additionally, the project qualifies for Categorical Exclusion under the guidelines of the National Environmental Protection Act (NEPA) and an exemption was filed by the LAAFB pursuant to the NEPA requirements.

SECTION 4: General Plan and Zoning. The proposed project conforms with the City’s General Plan and the zoning regulations in the ESMC as follows:

A. The General Plan Land Use Designation of the project site is Light Industrial. The proposed project is consistent with the General Plan Land Use Designation of Light Industrial and the goals, objectives, and policies of the General Plan. Specifically, Goal LU7, Objective LU7-1, and Objective C2-1, which provides for a pedestrian circulation system to support and encourage walking as a safe and convenient travel mode within the circulation system, and Policies C2-1.2, C2-1.3, and C2-1.4 all dealing with pedestrian activity and future arterial widening.

B. Objective C2-1 in the Circulation Element states “Provide a pedestrian circulation system to support and encourage walking as a safe and convenient travel mode within the City’s circulation system.” The proposed private pedestrian bridge will provide a safe, secured, convenient mode of travel between the Aerospace Corporation “A-9” building and the Los Angeles Air Force Base, a secured federal military facility.

C. Circulation Element Policy C2-1.2 states “Develop a citywide system of pedestrian walkways, alleviating the conflict between pedestrians, auto, and bicyclist throughout the City.” The proposed private pedestrian bridge will provide a safe mode of travel for pedestrians as the proposed private pedestrian bridge will alleviate the need for pedestrians to cross El Segundo Boulevard at grade when traveling to and from the Aerospace Corporation and the LAAFB.

D. Circulation Element Policy C2-1.3 states “Encourage new development in the City to participate in the development of the citywide system of pedestrian walkways and require participation funded by the project
developer where appropriate.” The proposed private pedestrian bridge is being constructed and funded in its entirety by the Aerospace Corporation.

E. Circulation Element Policy C2-1.4 states “Ensure the installation of sidewalks on all future arterial widening or new construction projects, to establish a continuous and convenient link for pedestrians.” The proposed private pedestrian bridge project will provide the necessary land dedication to accommodate future public right-of-way roadway improvements which includes street widening and the incorporation of new sidewalks as required.

F. The project also meets Land Use Element Objective LU7-1 “Provide the highest and most efficient level of public services and public infrastructure financially possible.” The proposed private pedestrian bridge is being privately funded by the Aerospace Corporation and the proposed project is providing the City with the necessary land dedication to facilitate future roadway improvements.

G. The proposed private pedestrian bridge requires review for conformance with the General Plan. The proposed private pedestrian bridge conforms with the General Plan and assists with meeting various goals and objectives of the Circulation Element and Land Use Element of the General Plan.

H. The ESMC requires the proposed private pedestrian bridge conform with its zoning regulations.

I. The proposed private pedestrian bridge will be connecting two existing uses to provide a safe mode of pedestrian traffic. The Aerospace Corporation is located in the Light Industrial (M-1) Zone and is a permitted use within M-1 Zone. The Los Angeles Air Force Base is located in Public Facilities (P-F) Zone and is a permitted use under the P-F Zone. Both existing uses are consistent with the zone where they are located relative to development standards and permitted uses. The proposed private pedestrian bridge will be part of the public right-of-way and will not have an adverse effect on the purpose for each of the existing zones pursuant to § 15-6A-1 and 15-10-1 of the ESMC.

SECTION 5: Approval. Subject to the conditions listed in attached Exhibit “A,” which are incorporated into this Resolution by reference, the Planning Commission approves Environmental Assessment No. EA-765.
SECTION 6: This Resolution will remain effective unless superseded by a subsequent resolution.

SECTION 7: The Commission Secretary is directed to mail a copy of this Resolution to Daniel Barbee c/o the Aerospace Corporation, and the LAAFB and to any other person requesting a copy.

SECTION 8: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

SECTION 9: Except as provided in Section 8, this Resolution is the Planning Commission’s final decision and will become effective immediately upon adoption.

PASSED AND ADOPTED this 26th day of June, 2008.

Cheryl Frick, Chairperson
City of El Segundo Planning Commission

ATTEST:

Gary Chicots, Secretary

Frick
Fellhauer
Fuentes
Rotolo
Wagner

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: Karl H. Berger, Assistant City Attorney
PLANNING COMMISSION RESOLUTION NO. 2635

Exhibit A

CONDITIONS OF APPROVAL

In addition to all applicable provisions of the El Segundo Municipal Code ("ESMC"), Aerospace Corporation agrees that it will comply with the following provisions as conditions for the City of El Segundo’s approval of Environmental Assessment No. EA-765 ("Project Conditions").

Planning and Building Safety Department

1. Any and all approvals in connection with EA-765 require that a lease agreement be executed between the City and The Aerospace Corporation before they become effective. The lease agreement must contain provisions to allow the pedestrian bridge to be built within the City's public right-of-way and the identification of certain airspace easements and land dedication for future roadway improvements.

2. All mitigation measures in the Mitigated Negative Declaration of Environmental Impacts for the proposed private pedestrian bridge are incorporated by this reference into these conditions of approval. All mitigation measures must be listed on the plans submitted for plan check and the plans for which a building permit is issued.


4. Before building permits are issued, plans must show compliance with accessibility requirements per Chapter 11 of the 2007 California Building Code, as amended by the ESMC.

5. Before building permits are issued, the applicant must develop plans, showing that the facility substantially conforms with plans approved and on file with the Planning and Building Safety Department. Any subsequent modification to the project as approved, including the site plan, floor plan, elevations, landscaping and materials, must be referred to the Director of the Planning and Building Safety Department for a determination regarding the need for Planning Commission review of the proposed modification.
6. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City of El Segundo.

7. Pedestrian grade separation, elevators, stairways, turnstiles, doors and gates must comply with accessibility requirements of chapter 11-B of the California Building Code, as adopted by the ESMC.

8. Pedestrian grade separation must comply with Chapter 31 and Chapter 32 of the California Building Code, as adopted by the ESMC.

Fire Department

9. The entire pedestrian bridge including, without limitation, the anchoring towers must be inspected by the El Segundo Fire Department before the City issues a certificate of occupancy to ensure egress requirements are met.

Public Works Department

10. The Aerospace Corporation must provide an airspace easement for the portion of the pedestrian bridge that would otherwise be located outside the public right-of-way.

11. The Aerospace Corporation must provide an irrevocable offer to dedicate 6'-3" for future street widening and road improvements for the portion of the pedestrian bridge on its private property and must ensure that a minimum of 118 foot right-of-way is secured to meet the minimum street and sidewalk width requirements for El Segundo Boulevard.

12. Any street closures must be coordinated with the Public Works Department and local transit agencies such as the MTA and Torrance Transit (Route 8). To the extent possible construction must take place at night to mitigate traffic impacts on El Segundo Boulevard.

13. Any and all damaged or off-grade curb, sidewalk and pavement must be removed and replaced as required by the Public Works Department by an appropriately licensed contractor. Contractor must ensure that City standards for sidewalk construction are met. Sidewalks should be a minimum of four (4) feet with at least two (2) feet of landscaping/green space between the curb face and sidewalk.

14. The applicant must ensure that encroachment permits if required and/or deemed to be required by the City are secured from the Public Works Department before
commencing any and all work in the public right-of-way. Maintain pedestrian access on at least one side of the street during construction for commuters who use the green line.

15. The project must comply with the latest NPDES requirements and provide Best Management Practices (BMPs) for sediment control, construction material control and erosion control.

16. A construction bond in favor of the City of 10% or $250,000 whichever is greater, is required.

17. The Aerospace Corporation must sign a lease agreement, in a form approved by the City Attorney, with the City to allow the bridge to be constructed in the public right-of-way.

18. The Aerospace Corporation must assure that pedestrian usage of the sidewalk at street level will not be impeded. A 17'-0" clearance from the crown of the roadway to the underside of the pedestrian bridge will be maintained.

19. Before the City issues any permits, applicant must identify electrical source of power for the bridge elevators.

20. No sub-grade facilities or structures (i.e. base pads) are allowed within the established 118'-0" public right-of-way along El Segundo Boulevard.

21. The applicant is responsible for the full cost of any utility relocations required for the construction project. The applicant must submit a plot plan identifying all existing sub-grade structures and utilities (water, sewer, gas, etc.) around the construction project.

22. The applicant must ensure that the bridge safety railing is adequate to protect pedestrian users and meets minimum code requirements. In addition, the total height of the railing and glass panels above the bridge deck for the portion of bridge over the El Segundo Boulevard right-of-way shall be a minimum of 6 feet in height.

Recreation and Parks Department

23. All landscaping located within the must be replaced and upgraded and must be provided with a permanent automatic or irrigation system.
24. All landscape and irrigations plans must be submitted for review and approval by the Planning and Building Safety Director and the Director of Recreation and Parks.

25. The Aerospace Corporation agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Environmental Assessment No. EA-765. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of Environmental Assessment No. EA-765, agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of El Segundo's elected officials, appointed officials, officers, consultants, and employees.

By signing this document, Daniel Barbee on behalf of Aerospace Corporation and Joseph H. Schwarz on behalf of the Los Angeles Air Force Base certify that they have read, understood, and agree to the Project Conditions listed in this document.

Daniel Barbee
Aerospace Corporation

Joseph H. Schwarz
Los Angeles Air Force Base

{If Corporation or similar entity, needs two officer signatures or evidence that one signature binds the company}
Consideration and possible action to award a Standard Public Works Contract to Kalban, Inc. for the 2007-2008 annual contract for curb, gutter, handicap access ramps, sidewalk and other minor improvements at various locations citywide. Approved Capital Improvement Project. Project No. PW 08-05. CDBG Project No. 601066-07. (Fiscal Impact: $231,477.40 ($210,434.00 contract amount plus 10% contingencies))

RECOMMENDED COUNCIL ACTION:

(1) Authorize the City Manager to execute a Standard Public Works Contract in a form approved by the City Attorney with Kalban, Inc.; (2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

On May 6, 2008, the City Council adopted the plans and specifications for the 2007-2008 annual contract for curb, gutter, handicapped access ramps and replacement of displaced sidewalks, and driveways citywide and authorized staff to advertise the project for competitive bids.

(Background and discussion continued on the next page......)

ATTACHED SUPPORTING DOCUMENTS:

Location Maps

FISCAL IMPACT: $231,477.40

| Operating Budget: | N/A |
| Operating Budget: | N/A |
| Capital Improvement Program: | $247,040 |
| Amount Requested: | $231,477.40 |
| Account Number: | 106-400-8203-8604 $100,000 Gas Tax CIP |
| Account Number: | 111-400-2795-8441 $131,477.40 CDBG |
| Project Phase: | Award of Contract |
| Appropriation Required: | No |

ORIGINATED BY: Stephanie Katsouleas, Public Works Director

DATE: 7/15/08

REVIEWED BY: Jack Wayt, Interim City Manager

DATE:
BACKGROUND & DISCUSSION: (continued)

On June 17, 2008, the City Clerk received and opened four (4) bids as follows:

1. Kalban, Inc. $210,434.00
2. FS Construction $226,425.00
3. Nobest, Incorporated $240,000.00
4. Sully-Miller Contracting Co. $259,760.50

Staff contacted the references provided by the low bidder, Kalban, Inc., and received favorable responses regarding the quality of the contractor's work. Thus, staff recommends awarding a Standard Public Works Contract to Kalban, Inc. for $210,434 as the lowest responsible bidder. The total $231,477.40 requested includes the bid amount of $210,434 plus an additional 10% contingency for potential change orders.

In addition to $100,000 from Gas Tax Revenue, $147,040 in Community Development Block Grant funding is available for the construction of curb ramps to enhance handicapped access at street corners.
# CDBG Funded Work
## CDBG Project No.601066-07

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<td>358</td>
<td>199</td>
<td></td>
<td>122.5</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>S/S MARIPOSA E/O MAIN ST.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>527 WEST MARIPOSA</td>
<td>8</td>
<td></td>
<td></td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>800 MCCARTHY CT.</td>
<td>60</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## CITY FUNDED WORK

<table>
<thead>
<tr>
<th>NO.</th>
<th>ADDRESS</th>
<th>SIDEWALK</th>
<th>CURB ONLY</th>
<th>CURB &amp; 12&quot; GUTTER</th>
<th>DRIVEWAY</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>REMOVE/ REPLACE (SF)</td>
<td>REMOVE/ REPLACE (LF)</td>
<td>REMOVE/ REPLACE (LF)</td>
<td>REMOVE/ REPLACE (SF)</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>845 MCCARTHY CT.</td>
<td>192</td>
<td></td>
<td></td>
<td>85.75</td>
<td>REMOVE BRICKS REPLACE W/ CONCRETE</td>
</tr>
<tr>
<td>26</td>
<td>901 NORTH NASH</td>
<td>142</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>124 WEST OAK</td>
<td>260</td>
<td>34</td>
<td></td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>660 WEST PALM</td>
<td>160</td>
<td>23.5</td>
<td></td>
<td>99</td>
<td>NEW APRON AT 16' OVERALL</td>
</tr>
<tr>
<td>29</td>
<td>REC PARK</td>
<td>476.5</td>
<td></td>
<td></td>
<td></td>
<td>SEE SUPERVISOR FOR LOCATION</td>
</tr>
<tr>
<td>30</td>
<td>429,433,437 RICHMOND ST</td>
<td>304.5</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>1217 EAST SYCAMORE</td>
<td>240</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>740 VIRGINIA</td>
<td></td>
<td></td>
<td>32.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>1101 EAST WALNUT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>Total</td>
<td>5416</td>
<td>733</td>
<td>0</td>
<td>695</td>
<td></td>
</tr>
</tbody>
</table>

## CONCRETE SPANDREL

<table>
<thead>
<tr>
<th>NO.</th>
<th>LOCATION</th>
<th>CONCRETE SPANDREL PER APWA STD. 122-1 &amp;123-1 (THICKNESS = 6&quot;, 3500 PSI)</th>
<th>12&quot;GUTTER REMOVE/ REPLACE (SF)</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>34</td>
<td>INTERSECTION OF MAPLE AVE &amp; LAIRPORT ST.</td>
<td></td>
<td>572</td>
<td>40</td>
</tr>
</tbody>
</table>
AGENDA ITEM STATEMENT

AGENDA DESCRIPTION:

Consideration and possible action to waive the formal bidding process and approve a contract with Gary V. Bufkin Computer Consulting (GVBCC) for the development of a centralized permit module for permitting activities in the Engineering Division of Public Works. (Fiscal Impact: $16,250.00)

RECOMMENDED COUNCIL ACTION:

1) Pursuant to El Segundo Municipal Code §1-7-10, waive the formal bidding process for the development of a Public Works Permits Module for the Engineering Division.
2) Authorize the City Manager to execute a contract in a form approved by the City Attorney to purchase the permit module software from Gary V. Bufkin Computer Consulting.
3) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The Public Works Engineering Department is in need of a centralized permit module for recording and issuing permits for work conducted in the public right-of-way. Currently, permits issued are logged into an excel spreadsheet which is then stored on the shared network drive. The file is maintained solely by the department’s engineering technician.

(Background and Discussion continued on the next page)

ATTACHED SUPPORTING DOCUMENTS:

Gary V. Bufkin Computer Consulting Project Estimate

FISCAL IMPACT: $16,250.00

Operating Budget: $46,100.00
Amount Requested: $16,250.00
Account Number: 001-400-4104-6206
Project Phase: N/A
Appropriation Required: None

ORIGINATED BY:
Stephanie Katsouleas, Director of Public Works

DATE: 07/9/08

REVIEWED BY:
Jack Wayt, Interim City Manager

DATE:
This structure has significant limitations, including:

- It is not user friendly for department wide accessibility and use, i.e., it is not centralized.
- It has no reports application. Users cannot easily research historical records for permits issued to a particular company or address.
- It is not integrated with private property work that impacts the public right-of-way (i.e., new sewer or water lateral connections from private property).

Public Works is proposing to have a centralized module developed that would be fully integrated with the Department of Planning and Building Safety's existing permit database system (Muni Permits). The integration would ultimately allow any employee using the Muni Permit System to easily view, research and print any Public Works permits, including those associated with private property developments.

Muni Permits was exclusively created by Gary V. Bufkin Computer Consulting for the El Segundo Planning and Building Safety Department to meet unique needs that typical off the shelf permitting systems could not meet. Any changes or modifications to Muni System thus require the services of GVBCC because there are no other vendors intimately familiar enough with the City's permitting system to easily support and modify it. This, in effect, identifies GVBCC as a sole source provider given that Public Works prefers to integrate into the existing permitting system rather than launch a new, different system.
Project Estimate

City Of El Segundo: Public Works Permits Modifications and Additions to
Muni Permits System

Proposal Date: 06/01/2008

Project Description:
Modify existing permits system developed by GVBCC to include Public Works Permits currently
being issued by hand.

The current Engineering Module will be enhanced for the inclusion of additional permits required
for public works and the modification of the existing permits for accurate tracking.

Modifications to be Performed:
- Modifications to Existing Public Works Permit as per Public Works Specifications
- Modifications to Existing Work in Public Street Permit as per Public Works Specifications
- Modifications to Existing Encroachment Permit as per Public Works Specifications
- Modifications to Existing Move Authorization Permit as per Public Works Specifications
- Addition of Fire Flow Test Tracking Permit
- Addition of Water and Sewer Service Request Permit
- Addition of Inspection Tracking
- Addition of Time Tracking for Inspections performed by Public Works on Public Works
  Permits
- Addition of Fees and Payments Tracking of Public Works Permits
- Utilities to Maintain Master Table Information
- Reports for Permits Completion, Permits Fees Collect, Permits Status, Etc.

Summary of Work to be Performed:

<table>
<thead>
<tr>
<th>Modification</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modifications to Existing Public Works Permit</td>
<td>10</td>
</tr>
<tr>
<td>Modifications to Existing Work in Public Street Permit</td>
<td>10</td>
</tr>
<tr>
<td>Modifications to Existing Encroachment Permit</td>
<td>10</td>
</tr>
<tr>
<td>Modifications to Existing Move Authorization Permit</td>
<td>10</td>
</tr>
<tr>
<td>Addition of Fire Flow Test Tracking Permit</td>
<td>10</td>
</tr>
<tr>
<td>Addition of Water and Sewer Service Request Permit</td>
<td>10</td>
</tr>
<tr>
<td>Addition of Inspection Tracking</td>
<td>10</td>
</tr>
<tr>
<td>Addition of Time Tracking for Inspections performed</td>
<td>10</td>
</tr>
<tr>
<td>Addition of Fees and Payments Tracking of P.W. Permits</td>
<td>10</td>
</tr>
<tr>
<td>Reports</td>
<td>20</td>
</tr>
<tr>
<td>Contingencies</td>
<td>20</td>
</tr>
</tbody>
</table>

Total Project Hours: 130 Hours & $125.00 per hour

Price quoted above includes travel time and accommodations.

Project Cost for Application Design: $16,250

- This proposal is valid for 90 Days from the above stated date.
- Upon approval GVBCC will submit a detailed time line which will include project due
dates.
Upon approval GVBCC will perform detailed interviews with staff to determine the details of the project specifications and design (fee schedules, fees to be track, screen / report layouts, etc)

Thank You  
Gary V. Bufkin

Gary V. Bufkin  Computer Consulting
EL SEGUNDO CITY COUNCIL
AGENDA ITEM STATEMENT

AGENDA DESCRIPTION:

Consideration and possible action to award a Standard Public Works Contract to Armand Gonzales Inc. dba Gonzales Construction for construction of a Fire Station at 2261 East Mariposa Avenue. Approved Capital Improvement Program. Project No.: PW 08-06 (Fiscal Impact: $7,206,298.00)

RECOMMENDED COUNCIL ACTION:

(1) Waive a minor irregularity in the bid received from Armand Gonzales, Inc. dba Gonzales Construction and reject the bid protest received from bidder Griffith Company;
(2) Add the following options to the contract for a total of $684,283: (a) 8” concrete precast band ($52,034); (b) brick veneer ($55,940); (c) built in desk, nightstand and bed frames ($67,000); (d) ceiling tile above showers ($1,000); (e) gypsum board ceilings ($10,000); (f) epoxy flooring ($5,000); (g) photovoltaic collector panels ($355,000); (h) seismic early warning system ($37,450); (i) precast concrete caps ($21,400); (j) day tank for generator ($4,000); (k) 8’ vehicular concrete paving ($50,459); (l) Plymovent vehicle exhaust system ($25,000).
(3) Authorize the City Manager to execute a Standard Public Works Contract in a form approved by the City Attorney with Gonzales Construction, Inc for $6,211,443 (Base Bid) plus $684,283 (Options), for a total of $6,895,726;
(4) Authorize a construction contingency in the amount of $310,572 for unforeseen additional work;
(5) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

(Background and discussion continued on the next page........)

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: $7,206,298.00
Capital Improvement Program: $7,750,000 (Public Safety)
Amount Requested: $7,206,298.00
Account Number: 301-400-8201-8999
Project Phase: Award of Construction Contract
Appropriation Required: No

ORIGINATED BY: Stephanie Katsouleas, Public Works Director

DATE: 7/08/08

REVIEWED BY: Jack Wayt, Interim City Manager

DATE: 7-9-08
BACKGROUND & DISCUSSION: (continued)

On May 6, 2008, City Council adopted the plans and specifications for construction of a Fire Station to replace the existing Fire Station No. 2 and authorized staff to advertise the project for competitive bids.

The Notice of Inviting Bids specified that the successful contractor would be selected based upon the Base Bid amount. Contractors responding to the bid notice were also asked to provide quotes for several options. On June 24, 2008, the City Clerk’s office received eighteen (18) bids. Three Bids were received after the 11:00 a.m. submittal deadline and were returned to the bidders unopened. The following fifteen (15) Base Bids were opened:

1. Gonzales Construction, Inc. $6,211,443.00
2. Griffith Company $7,036,950.00
3. FEI Enterprises, Inc. $7,189,735.00
4. G-2000 Construction, Inc. $7,228,000.00
5. Harbor Construction, Inc. $7,273,000.00
6. Robert Clapper Construction Services, Inc. $7,273,000.00
7. Chegini Enterprises, Inc. $7,495,000.00
8. Tower General Contractors $7,641,000.00
9. Woodcliff Corporation $7,800,000.00
10. TG Construction, Inc. $7,864,921.00
11. Moment Construction, Inc. $7,864,921.00
12. GC Builders, Inc. $7,915,500.00
13. SAIFCO Construction Company $8,200,000.00
14. Morrissey Construction Co., Inc. Incomplete
15. SBS Corporation Incomplete

The total budget allocated for this construction project was $7,750,000. Following the bid opening, the apparent lowest bidder was Gonzales Construction, Inc., whose Base Bid plus options and construction contingencies totaled $7,206,297.

A review of projects completed by Gonzales Construction, Inc., indicates that they have done extensive work very similar to the work anticipated for the construction of the new Fire Station. References contacted indicated that this firm was competent and cooperative during construction of various projects. The firm’s contractor’s license is current and it has the financial capability to undertake this project.

After the bid opening, the second lowest bidder, Griffith Company, protested that Gonzales Construction’s bid submitted included only one original copy submittal, where the Notice of Inviting Bids stated “bidders are required to submit one (1) original set and one (1) copy of the proposal forms.” The City Attorney’s Office characterizes this as a minor irregularity that can be waived by City Council.

Staff recommends that City Council award the Fire Station construction project to Gonzales Construction, Inc.
Consideration and possible action regarding acceptance of the project for the Replacement of Water Mains, located at the 600-700 block of Lomita and Sierra Streets, 800 block of Bungalow Drive, 800 block of Maryland Street and 900-1000 block of Walnut Avenue. Approved Capital Improvement Project - Project No.: PW 07-10 (Fiscal Impact: $742,744.21)

**RECOMMENDED COUNCIL ACTION:**

(1) Accept all work under this contract as complete; (2) Authorize the City Clerk to file a Notice of Completion in the County Recorder’s Office; (3) Alternatively, discuss and take other action related to this item.

**BACKGROUND & DISCUSSION:**

On October 16, 2007, City Council awarded a contract for $742,125 to John T. Malloy, Inc. to replace water mains on Sierra and Lomita Streets between Mariposa and Maple Avenues; Maryland Street and Bungalow Drive between Maple and Walnut Avenues, and Walnut Avenue from Maryland Street to Center Street.

(Background and Discussion provided on the following page)

**ATTACHED SUPPORTING DOCUMENTS:**

Notice of Completion

**FISCAL IMPACT: $742,744.21**

<table>
<thead>
<tr>
<th>Capital Improvement Program:</th>
<th>$1,255,672.93</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount Requested:</td>
<td>$ 742,744.21</td>
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<tr>
<td>Account Number:</td>
<td>501-400-7103-8207</td>
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<tr>
<td>Project Phase:</td>
<td>Accept the work as complete</td>
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<tr>
<td>Appropriation Required:</td>
<td>No</td>
</tr>
</tbody>
</table>

**ORIGINATED BY:**

Stephanie Katsouleas, Public Works Director

**DATE:** 7/8/08

**REVIEWED BY:**

Jack Wayt, Interim City Manager

**DATE:** 7/9/08
BACKGROUND & DISCUSSION: (continued)

The following is a summary of the change orders undertaken to successfully complete the project:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Changes</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Original Contract Amount</td>
<td>$742,125.00</td>
</tr>
<tr>
<td>2</td>
<td>Relocate Fire Service on Sepulveda Boulevard and Holly Avenue</td>
<td>$19,397.75</td>
</tr>
<tr>
<td>3</td>
<td>Repair of Emergency Water Main Break at the Intersection of Aviation and El Segundo Blvd</td>
<td>$38,008.76</td>
</tr>
<tr>
<td>4</td>
<td>Install Additional Fire Hydrant Spool</td>
<td>$400.00</td>
</tr>
<tr>
<td>5</td>
<td>Soil Testing</td>
<td>$5,950.80</td>
</tr>
<tr>
<td>6</td>
<td>Additional piping</td>
<td>$3,061.90</td>
</tr>
<tr>
<td>7</td>
<td>Credit for Elimination of Slurry Seal</td>
<td>($35,200.00)</td>
</tr>
<tr>
<td>8</td>
<td>Credit for Service Reconnect</td>
<td>($31,000.00)</td>
</tr>
<tr>
<td></td>
<td><strong>Final Contract Amount</strong></td>
<td><strong>$742,744.21</strong></td>
</tr>
</tbody>
</table>

All work associated with Project No. PW 07-12 has been completed to the satisfaction of the City and staff recommends acceptance of the complete project.
NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Replacement of Water Lines, 2006
Project No.: PW 07-10

Notice is hereby given pursuant to State of California Civil Code Section 3093 et seq that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of El Segundo
3. The full address of the owner is: City Hall, 350 Main Street, El Segundo, CA, 90245
4. The nature of the interest of the owner is: Public Utilities
5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on June 25, 2008. The work done was: Replacement of water lines.
6. On July 15, 2008, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
7. The name of the Contractor for such work of improvement was: John T. Malloy, Inc.
8. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows: Public Utilities
9. The street address of said property is: 600-700 blocks of Lomita and Sierra Streets, 800 block of Bungalow Drive, 800 block of Maryland Street and 900-1000 block of Walnut Avenue

Dated: ________________________  
Stephanie Katsouleas  
Public Works Director

VERIFICATION

I, the undersigned, say: I am the Director of Public Works/City Engineer of the City of El Segundo, the declarant of the foregoing Notice of Completion, I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on _________________, 2008 at El Segundo, California.

Stephanie Katsouleas  
Public Works Director
EL SEGUNDO CITY COUNCIL

AGENDA ITEM STATEMENT

CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE USE OF THE CITY OF EL SEGUNDO LOGO, FIRE DEPARTMENT VEHICLE GRAPHICS, FIRE DEPARTMENT UNIFORMS, AND EL SEGUNDO FIRE STATION #2 IN A SPECIAL EDITION OF A CABLE TELEVISION PRODUCTION OF TRADING SPACES.  

AGENDA DESCRIPTION:

RECOMMENDED COUNCIL ACTION:

1) Authorize the City Manager to execute a License Agreement with Space Between Productions, LLC, in a form approved by the City Attorney, to allow the use of the City of El Segundo logo, El Segundo Fire Department vehicle graphics, El Segundo Fire Department uniforms, and El Segundo Fire Station #2 in a cable television production of Trading Spaces; 
2) Authorize the City Manager to execute a Location and Liability Release, in a form approved by the City Attorney, to use Fire Station #2 in a cable television production of Trading Spaces; 
3) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

SPACE BETWEEN PRODUCTIONS, LLC AND DISCOVERY COMMUNICATIONS, INC. IS PROPOSING TO FEATURE TWO MEMBERS OF THE EL SEGUNDO FIRE DEPARTMENT IN A SPECIAL EDITION OF A CABLE TELEVISION PRODUCTION OF TRADING SPACES. THE TELEVISION SERIES FEATURES FRIENDS OR NEIGHBORS WHO REDECORATE A ROOM IN EACH OTHERS' HOMES. THIS SPECIAL EDITION WILL INCLUDE A SCENE IN WHICH THE TWO MEMBERS OF THE EL SEGUNDO FIRE DEPARTMENT EXCHANGE KEYS AT FIRE STATION #2. MAYOR KELLY MCDOWELL WILL ALSO BE FEATURED PRESENTING A PROCLAMATION TO THE SHOW'S HOST. THE FILMING AT FIRE STATION #2 WILL TAKE PLACE ON THE MORNING OF JULY 19, 2008.

ATTACHED SUPPORTING DOCUMENTS:

ACQUIRED FOOTAGE / STILL PHOTOGRAPH LICENSE
LOCATION AND LIABILITY RELEASE

FISCAL IMPACT: None

Operating Budget: n/a
Amount Requested: n/a
Account Number: n/a
Project Phase: n/a
Appropriation Required: _Yes _X_No

ORIGINATED BY:  

Kevin S. Smith, Fire Chief

REVIEWED BY:  

Jack Wayt, Interim City Manager

DATE: 07/01/08

DATE: 7-9-08
Space Between Productions, LLC
9911 West Pico Blvd. Suite 250
Los Angeles, CA 90035

Acquired Footage/Still Photograph License

Licensor ("Owner"): 
Address: 

Phone: 
Fax: 
Description of Footage/Still: 

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants Space Between Productions, LLC ("Producer") and Discovery Communications, Inc. ("DCI") and their respective parents, successors, licensees and assigns, the right, but not the obligation, to incorporate the

☐ Film Footage ☐ Video Footage ☐ Still Photograph

described above (the "Property") in any manner DCI sees fit in DCI's film or video production tentatively entitled "Trading Spaces" (the "Production"), and to use and authorize others to use the Property as so incorporated in the Production in the distribution, sale, licensing, marketing, advertising, promotion, exhibition and other exploitation of the Production in all markets and media (whether now known or hereafter developed), throughout the universe, in perpetuity.

Owner warrants and represents that Owner has the right to grant all rights granted herein and Producer and/or DCI's use of the Property as permitted herein will not infringe on the rights of any third party. Owner will indemnify and hold Producer and/or DCI, their parents, successors, licensees and assigns, harmless from and against any and all claims, damages, liabilities, costs and expenses arising out of any breach of the foregoing warranty. Owner acknowledges that Producer and/or DCI will rely on this permission potentially, at substantial cost to Producer and/or DCI and Owner hereby agrees not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

AGREED AND ACCEPTED:

FOR OWNER

PRINTED NAME
SIGNEDATURE

BY:
TITLE:
DATE:

SPACE BETWEEN PRODUCTIONS, LLC

PRINTED NAME
SIGNEDATURE

BY:
TITLE:
DATE:
LOCATION AND LIABILITY RELEASE

As we have discussed, Discovery Communications, Inc. ("DCI") and Space Between Productions, LLC ("Company") are co-producing a series of television programs called Trading Spaces (the "Series") about friends and neighbors who redecorate a room in each others' homes over the course of three days with the assistance of an interior designer and a carpenter. The only restrictions on redecorating the room selected (the "Room") are the amount of time it takes and the designated budget. However, you can also stipulate the use for the Room, but you won't see the final result until the redecoration of the Room is finished. As a part of the Series, Company intends to film, video tape and/or photograph the people, activities and events involved in connection with redecoration of the Room in your home, and with your redecoration of the room selected by your friends and neighbors for you to redecorate in their home (collectively, the "Recording").

This Release confirms our mutual understanding of the terms and conditions pursuant to which you will make your home, its contents and surrounding area: (address) (the "Property") available to Company on (dates) (the "Shoot Dates") for the purposes of decorating and recording scenes in connection with the Series, including, without limitation, shooting biographical interviews, location and neighborhood scenes, set-up, shopping and all work and redecoration scenes. In consideration of our agreement to record the Property, you hereby agree that:

1) The Property will be available for recording during the Shoot Dates and Company shall be entitled to make such use of the Property as may be required during the Shoot Dates (including, without limitation, your permission for your friends and neighbors who are redecorating the Room to stay in your home overnight). Company may place all necessary facilities, vehicles and equipment on the Property during the Shoot Dates, and agrees to remove same after completion of work and leave the Property in substantially the same condition as when Company entered upon it, reasonable wear and tear excepted (except that the redecoration of the Room shall remain). It is further agreed that if such Recording is not completed during the Shoot Dates, Company and/or DCI shall be entitled to return to the Property to continue Recording at a mutually-agreed upon time.

2) Prior to the Shoot Dates, the Property will be made available to a representative of Company at a mutually-agreed upon time for the purpose of videotaping/photographing and measuring the proposed Room(s) in connection with preproduction of the episode of the Series in which the Property will appear. In addition, prior to and immediately following the Shoot Dates, the Property will be made available to a home inspector selected by Company at Company's sole discretion for purposes of inspecting the Property for any damage existing prior to and following the Shoot Dates. Company and/or DCI shall further be entitled to return to the Property (i) on a date to be mutually agreed upon in order to take photographs for a book related to the Series (the "Photographs") and (ii) for one (1) additional day approximately 2 weeks after the Room is redecorated to shoot
follow-up interviews and Room scenes. Company and/or DCI will make every effort to schedule this “follow-up” shoot day at a mutually agreed upon time.

3) Company will own solely and exclusively, without compensation to you, the results and proceeds of the Recording and the Photographs hereunder (the “Materials”) with the right for the full period of copyright, including all extensions and renewals thereof, and thereafter in perpetuity, throughout the world, to use and re-use all or any part of the Materials for the purpose of making and producing television programs and other works, and advertising, publicizing and exploiting the same, by all means and in all media, whether now known or hereafter devised, and to authorize others to do so. Neither you, nor any tenant, nor other party now or hereafter having an interest in the Property shall have any right of action against Company and/or DCI or any other party arising out of any use of said Materials. All rights and releases granted by this Location and Liability Release shall be irrevocable under all or any circumstances, and shall not be subject to rescission, termination or injunction.

4) You agree that Company and/or DCI, as applicable, shall have these further rights:

a) to redecorate the Room with the aid of interior designers and other contributors. Such redecoration may include making permanent changes, additions and alterations in and to the Room and its contents (such changes, additions and alterations, together with the original item so changed, added to or altered, as the case may be, if any, shall collectively be referred to as the “Redecorated Property”). The condition and state of the Room and its contents at the end of the Shoot Dates shall be accepted by you in its final “as is” condition, and neither Company nor DCI shall be responsible for any further redecoration or for restoring the Room to its original condition (even if the décor is not to your personal taste).

b) to make changes, additions and alterations in and to the Property (exterior and interior, excluding the Room) but these shall be of a temporary nature only and, after final use hereunder, the Property shall be restored (excluding the Room) to its original condition unless otherwise agreed by you.

c) to incorporate the said scenes in the final version of the Series, either as a sequence on its own or preceded, interlaced, or followed by such scenes as we may require including, without limitation, still photographs or scenes of studio sets representing the interior of the Property.

d) to exploit the Series containing the said scenes in all manner and media throughout the world in perpetuity; without limiting the foregoing, you hereby waive any “droit moral” or any similar “moral rights” you have.
5) All materials and/or improvements provided by Company in connection with the Redecorated Property and the Series (collectively, the "Program Materials/Improvements") shall remain on the Property for your continual use; provided, however, you hereby agree that you will not attempt to sell, donate, dispose of or otherwise transfer ownership (each, a "Transfer") of any Program Materials/Improvements without first obtaining the prior written consent of Company and DCI. Any attempted Transfer of the Program Materials/Improvements shall constitute a breach of this Release. Notwithstanding the foregoing, in the event you Transfer title to the Property to an unrelated third party (i.e., you sell your home), Company and DCI shall be deemed to have consented to the Transfer only of those Program Materials/Improvements that are attached or appurtenant to the Property. You hereby acknowledge and agree that a breach by you of this paragraph would cause Company irreparable injury and damage that cannot be reasonably or adequately compensated for by damages in an action at law, and therefore, you hereby expressly agree that Company shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this paragraph by you. Further, you agree to pay Company the sum of One Hundred Thousand Dollars ($100,000.00) per breach as liquidated damages in the event you breach this paragraph. You agree that One Hundred Thousand Dollars ($100,000.00) is a reasonable estimate of the amount of damages Company is likely to suffer in the event of any breach of this paragraph, considering all of the circumstances existing as of the date of this Agreement.

6) Company shall use reasonable care to prevent damage to the Property, and Company will indemnify you, and all other parties lawfully in possession of the Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon any property damage suffered by such person or persons resulting directly from any act of gross negligence on Company’s part in connection with Company’s use of the Property. In case of a material breach of this paragraph by Company, your remedies, if any, shall be limited to an action at law for monetary damages, and the rights and releases herein granted by you shall not terminate by reason of such breach. For the avoidance of doubt, in no event may you terminate this Location and Liability Release or obtain injunctive or other equitable relief with respect to any breach of Company’s or DCI’s obligations hereunder.

7) You agree that you will remove any contents of sentimental and/or unusual value, or that may be irreplaceable, from the Property prior to commencement of the Shoot Dates. Any items that remain in the room will therefore be available for change with the exception of items the homeowner and Company location scouts have agreed are unchanged and are listed here:

You hereby acknowledge that items located on the Property other than in the Room are often used by the designers in the redecoration of the Room and you hereby agree that any such items are available for change and use in the Room under the ground rules of the show, provided, however, any items of exceptional
value outside of the Room that you want to list as "off-limits" for use (i.e., cannot be used in the Room) have been listed in writing by you and such list is attached to this form.

8) You hereby represent and warrant that you have the right to and do hereby grant to Company and/or DCI, and their respective parents, subsidiaries and affiliates, licensees, successors and assigns, the right to enter upon and film, photograph and record all or any part of the exterior and interior and contents of the Property, including names, signs and identifying insignia of the Property with such personnel and equipment as we may consider necessary or desirable. You hereby further represent and warrant that you are the sole owner/a joint owner (please circle one) of the Property, together with the buildings and improvements thereon, that legal title to the Property is held in your name or, if joint ownership, in the names of the joint owners, and you have the right to permit redecoration of the Room as contemplated by this release. If the Property is held in joint ownership, you own the Property together with ________________________.

9) You acknowledge and agree that neither Company nor DCI is required to use or exercise any of their rights hereunder or, if exercised, to incorporate the filming, photography or recording in the Series, or any other audio-visual, print or other material, Company and/or DCI may, at any time, decide not to use the Property (or to discontinue use of the Property) by giving you written notice of such election in which case, neither Company, DCI nor you have any obligation under this Release.

10) You agree that you will not, at any time, give to any person, any interview, or make or issue, either directly or indirectly, any public announcement, press release, or other publication, or disclose any information about this release, the Series, the episode of the Series in which you and/or the Property appears (the "Program"), Company or DCI without Company’s and DCI’s prior written consent. In furtherance of the foregoing, you agree to hold the existence of this release and its terms and conditions confidential and not disclose same to any person except as required by law or for the enforcement of this Release. Without limiting the foregoing in any way, you will not yourself, nor will you authorize others to, prepare or assist in the preparation of any written work, any audio work, and/or any visual work that depicts, concerns or relates in any way to your participation on the Program or mentions the words “Trading Spaces”. You shall not at any time use any of Company’s or DCI’s names, logos, trade names or trademarks (including, but not limited to, the title of the Series), nor those of any related companies, in any manner, including in connection with any kind of advertising, promotion, publicity, merchandise, or other produce or service. For avoidance of doubt, you agree to immediately inform Company regarding any and all requests from third parties for publicity (including, but not limited to, television, radio and print interviews) in connection with your participation on the program, and you shall not disclose any information directly or indirectly connected to your participation on the program (for example, revealing any details regarding the redecoration of the Room, whether orally or visually) or consent to
any such publicity without the prior approval of Company and DCI. You hereby acknowledge and agree that a breach by you of the foregoing would cause Company irreparable injury and damage that cannot be reasonably or adequately compensated for by damages in an action at law, and therefore you hereby expressly agree that Company shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of the foregoing by you. Further, you agree to pay Company the sum of One Hundred Thousand Dollars ($100,000.00) per breach as liquidated damages in the event you breach the foregoing at any time prior to the date that is five (5) days following the initial air date of the Program. You agree that One Hundred Thousand Dollars ($100,000.00) is a reasonable estimate of the amount of damages Company is likely to suffer in the event of any breach of the foregoing during such period, considering all of the circumstances existing as of the date of this Agreement. In addition, you hereby agree that you shall not at any time publicly criticize, ridicule or make any statement, written or verbal, which disparages or is derogatory of Company and/or DCI or any of their respective affiliates or any of their respective officers, directors, agents, attorneys or employees.

11) You agree to pay all state, federal and other applicable taxes and license fees on the fair market value of any and all merchandise and/or home improvements provided you as a result of your appearance on the Program. You hereby release Company and DCI, any of Company’s or DCI’s respective affiliated entities, officers, directors, employees, agents, representatives or contractors and all other persons and entities connected with the Program, of any and all liability in connection with any such taxes.

12) You hereby acknowledge that you understand that there is a risk of injury to person or damage to property as a result of participation in the series and you are voluntarily participating in the Program (including any task the fulfillment of which is required by Company and/or DCI) with knowledge of the risk involved, and you hereby agree to accept any and all risks of personal and emotional injury and, subject to paragraph 6 above, property damage, and verify this statement by placing your initials here. 

13) You hereby release Company, DCI and any of Company’s and DCI’s respective affiliated entities, officers, directors, employees, agents, representatives or contractors, successors, assignees and licensees, and each of them (herein the “Released Parties”) from any and all claims, liabilities, demands, actions, causes of action, costs and expenses, whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, suspected of unsuspected, which you and/or your heirs, executors, administrators, successors and assigns ever had, now have, or may, shall or hereafter have arising out of your participation in the program including, without limitation, for or on account of any injury and/or illness or death, and/or for or on account of, subject to paragraph 6 above, any damage to real or personal property. This release specifically includes any and all claims for damages or penalties relating to or in any way connected with the matters referred to herein, whether or not now known or suspected to exist, and whether or not
specifically or particularly described or referred to herein. You expressly waive any right or claim of right to assert hereafter that any claim has, through ignorance, oversight or error, been omitted from the terms hereof. You hereby verify this statement by placing your initials here. _____

14) As lawful consideration for being permitted by Company to be a participant on the program, you agree that you, your assigns, heirs, successors, distributees, guardians, and legal representatives will not bring or be a party to any legal action or claim against the Released Parties based upon or arising out of your participation on the program or in any way related to the Program, or any exploitation of the Program, on any legal theory whatsoever (including, but not limited to claims for injury, dismemberment or death to yourself, subject to paragraph 6 above, damage to personal and/or real property, rights of privacy and publicity, or defamation. Your initials here: _____

15) You understand and agree that all rights under Section 1542 of the Civil Code of California and similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect or exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

16) You hereby agree never to make a claim or file any complaint, charge, lawsuit or request for investigation, asserting any claims that are released above against any Released Party, in their personal capacity or otherwise, and their agents and insurers. In the event of a breach by you of the foregoing by filing or refusing to dismiss a complaint, charge, grievance, arbitration, or lawsuit based on claims that you have herein released, you agree to pay for all costs incurred by any person you complain against or sue in violation of this agreement in defending against your claim, including reasonable attorneys’ fees. In the event you breach any provision of paragraph 14 above, then you agree to pay for all costs incurred by that released party in bringing an action to enforce this agreement, including reasonable attorneys’ fees.

17) This Release constitutes the entire understanding between you and Company and DCI with respect to the Property. No other agreement, written or oral, express or implied, exists between us with respect to the Property. The representations, warranties and indemnities herein shall survive the termination, execution, completion or expiration of this Release. You agree that Company may assign this Agreement and its rights hereunder to any third party.

18) You shall not mention or “plug” any commercial product or service on the Program. You have not paid or accepted any money or other valuable consideration in connection with your appearance on the Program, nor have you
authorized anyone else to do so. You are aware that payment or acceptance of, or agreement to pay or accept, any money or valuable consideration for the appearance of any person, or the mention of any thing on the Program without disclosure to the broadcaster prior to broadcast is a federal offense punishable by fine and/or imprisonment. You agree that if anyone tries to induce you to accept any such payment, you shall immediately notify Company.

19) The parties agree that this Agreement shall be controlled by California law without regard to its conflict of laws principles. All disputes under this Agreement shall be resolved by litigation in the state and federal courts located in Los Angeles County, California and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

20) You acknowledge and agree that all information provided by you to Company is true, accurate, and complete. The name given below is your legal name. Any other name(s) or alias(es) used by you within the past five years is also noted below. The Social Security number furnished is your true Social Security number. You have been given ample opportunity to read, and have carefully read, this entire Release. You understand you are bound by each and every term of it. You acknowledge that you received a copy of this Release. You understand and acknowledge that providing false or incomplete information to Company may result in my disqualification and/or elimination from the Program, in Company’s sole discretion.

Please acknowledge your agreement to the terms of this Release by signing where indicated below and returning this release to Company.

(Please Print) Name: ___________________________ Signature: ___________________________

Address: __________________________________________________________

City/State/Zip ___________________________ Date: __________________________

Social Security No.: ___________________________
AGENDA DESCRIPTION:

Consideration and possible action to waive the formal bidding process pursuant to the El Segundo Municipal Code §1-7-10 and authorize the Fire Department to purchase twenty-five (25) self-contained breathing apparatus units under the competitive bid executed by the Southern California Area Personal Protective Equipment Consortium (County of Los Angeles contract number MA-IS-43634-1). The City will be reimbursed for these expenditures through the Urban Area Security Initiative Fiscal Year 2006 grant funding. (Fiscal Impact: Not to exceed $140,725)

RECOMMENDED COUNCIL ACTION:

1) Pursuant to El Segundo Municipal Code §1-7-10, waive the bidding process and authorize the Fire Department to purchase twenty-five (25) self-contained breathing apparatus units under the competitive bid executed by the Southern California Area Personal Protective Equipment Consortium; 2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The Los Angeles Area Fire Chiefs Association has established a goal of creating an area wide standard for self-contained breathing apparatus to ensure firefighter safety. The organization has acquired grant funding through the Urban Area Security Initiative and the State Homeland Security Grant Program to ensure that all firefighter positions in the area are issued a standardized breathing apparatus. The Southern California Area Personal Protective Equipment Consortium was established to research and develop specifications for a standardized breathing apparatus. The specification went out to competitive bid and was awarded to Sperian. The El Segundo Fire Department has been offered the opportunity to purchase twenty-five units based on our nineteen suppression positions and six units being assigned to our Urban Search and Rescue unit under the terms of the grant.

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: $ Not to exceed $140,725

Operating Budget: $140,725
Amount Requested: Not to exceed $140,725
Account Number: 001-400-3202-8104
Project Phase: n/a
Appropriation Required: Yes No

ORIGINATED BY: Kevin S. Smith, Fire Chief

REVIEWED BY: Jack Wayt, Interim City Manager
Consideration and possible action regarding the approval of the examination plans for the Personnel Merit System job classifications of Water Maintenance Worker I and Senior Building Inspector. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1) Approve the examination plans;
2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

Section 1-6-9 of the El Segundo Municipal Code, entitled “Examinations”, provides that the Personnel Officer shall review and recommend to the City Manager, who in turn shall recommend to the City Council, an appropriate examination plan and weights for each portion of the examination for Personnel Merit System job classifications.

Approval of examination plans for Merit System job classifications in all City Departments has been required since the passage of initiative Ordinance No. 586 in April 1962.

(continued on next page)

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: None

Operating Budget:
Amount Requested:
Account Number: Various
Project Phase:
Appropriation Required: Yes  NO

ORIGINATED BY:  DATE: July 2, 2008

Bob Hyland, Director of Human Resources

REVIEWED BY:  DATE: 7-9-08

Jack Wayt, Interim City Manager
BACKGROUND & DISCUSSION:

For departments other than the Police and Fire Departments, the plan may consist of any one or combination of the following techniques:

1. Written;
2. Oral;
3. Demonstration;
4. Any evaluation of education, experience, or skills or physical fitness, which fairly evaluated the relative capacities of the applicants.

Police and Fire Departments:

The examination plan, for entrance or promotional, for the Police and Fire Departments, shall consist of a written examination and one or more of the following:

1. Oral;
2. Demonstration;
3. Any evaluation of education certification, experience, or skills or any test of manual skills or physical fitness, which fairly evaluates the relative capacities of the applicant.

**Water Maintenance Worker I**

Multiple Choice Written Test  
Structured, Technical Oral Interview  
(Open-Competitive)  
Pass/Fail  
100%

**Senior Building Inspector**

Structured Technical and Career Preparation Interview  
(Open-Competitive)  
100%
AGENDA ITEM STATEMENT

AGENDA DESCRIPTION:
Consideration and possible action regarding the establishment of a Public Agency Retirement System (PARS) Supplemental Retirement Plan and the determination of future annual costs of providing the plan benefits for eligible members of the El Segundo Supervisory and Professional Employees Bargaining Unit.

RECOMMENDED COUNCIL ACTION:
1) Receive and file agenda item as information only.
2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:
The current three year Memorandum of Understanding between the City and the El Segundo Supervisory and Professional Employees Bargaining Unit provides that effective October 1, 2008 the City will contract with the Public Agency Retirement System (PARS) to provide the PARS .5 @ 55 Retirement Enhancement Formula as a supplement to the City’s 2% @ 55 Public Employees Retirement System (PERS) Formula for non-safety employees.

Eligible members of the El Segundo Supervisory and Professional Employees Bargaining Unit are those who:

1. Are 55 years of age or older;
2. Have completed 15 years of continuous service with the City of El Segundo; and
3. Service or disability retirement from the City of El Segundo.

(Continued on Next Page)

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: None

Operating Budget:
Amount Requested:
Account Number: Various
Project Phase:
Appropriation Required: ___ Yes  X  NO

ORIGINATED BY:  DATE: July 1, 2008
Bob Hyland, Director of Human Resources

REVIEWED BY:  DATE: 7-5-08
Jack Wayt, Interim City Manager
BACKGROUND & DISCUSSION:

As required by Section 7507 of the California Government Code, City staff secured the services of an enrolled actuary (John E. Bartel, Bartel Associates, LLC) to determine the future annual costs of providing the plan benefits and is making the results of that study available for public review. A copy of the actuarial report is on file with the City Clerk's Office.

The cost of the PARS Supplemental Retirement Benefit will be shared between the City, as the employer, and the covered employees. The cost to the covered employees, effective October 1, 2008 will be 1% of their total annual pay, ($30,000) via payroll deduction. The projected annual actuarial cost of the Supplemental Retirement Benefit to the City is $71,000.

A Resolution authorizing the establishment of a Public Agency Retirement System (PARS) Supplemental Retirement Plan to be administered by Phase II Systems, PARS Trust Administrator, will be on the August 5, 2008 City Council Agenda.
AGENDA DESCRIPTION:
Consideration and possible action regarding the Resolution approving the Agreement and Election to Prefund Other Post Employment Benefits with California Public Employees’ Retirement System (CalPERS) through participation in the California Employer’s Retiree Benefit Trust Program (CERBT) and the Resolution to approve the Delegating of Authority to Request Disbursements from the trust;

RECOMMENDED COUNCIL ACTION:

1) Adopt the required Resolutions.
2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:
The City of El Segundo provides post-retirement medical benefits to employees who retire directly from the City under CalPERS, with age and service requirements that vary by bargaining units. Historically the City has accounted for retiree healthcare benefits as they were paid.

ATTACHED SUPPORTING DOCUMENTS:
Exhibit A - Agreement and Election to Prefund Other Post Employment Benefits
Exhibit B - Delegating of Authority to Request Disbursements

FISCAL IMPACT: None

Operating Budget:
Amount Requested:
Account Number:
Project Phase:
Appropriation Required: Yes  x  No

ORIGINATED:  DATE: July 15, 2008
Deborah Cullen, Director of Finance

REVIEWED BY:  DATE: July 15, 2008
Jack Wayt, City Manager

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BACKGROUND & DISCUSSION:

On June 21, 2004 the Government Accounting Standards Board approved Statement No. 45 (GASB 45), Accounting Standards for Other (than pensions) Post Employment Benefits (OPEB). The purpose of GASB 45 is to recognize the cost of post-retirement benefits when the employee is rendering service; GASB 45 requires the City to account for this promised benefit on an accrual basis (as the benefits are earned). To consider a retiree healthcare plan funded for GASB 45 purposes, assets must be set aside in a trust that cannot, legally, be used for any purpose other than to pay retiree healthcare benefits.

On March 20, 2007, Council approved funding of $1,500,000 from the Economic Uncertainty Fund to be designated for future payments of the GASB 45 obligation.

On September 18, 2007, the City Council approved the establishment of an irrevocable trust with CalPERS to fund the City's GASB 45 Other Post Employment Benefits obligation. Additionally, Council approved funding the "Pay-As-You-Go" amounts annually and to contribute up to $2 million per year not to exceed the full annual required contribution (ARC).

The identified full annual contribution for fiscal year 07/08 was $4.370 million as noted in the Actuarial Valuation report completed by Bartell and Associates. On May 20, 2008, Council approved the designation of $970,000 in General Fund Surplus in order to fully fund the ARC for fiscal year 07/08.

In order to participate in the CERBT, CalPERS requires us to do the following:
Complete the "Delegation of Authority to Request Disbursements"; Present the "Agreement and Election to Prefund Other Post Employment Benefits" and the "Delegation of Authority to Request Disbursements" to the City's governing body for adoption and approval.
DELEGATION OF AUTHORITY
TO REQUEST DISBURSEMENTS

RESOLUTION
OF THE
City Council
(GOVERNING BODY)
OF THE
City of El Segundo
(NAME OF EMPLOYER)

The __________ City Council
(GOVERNING BODY)
delegates to the incumbents in
the positions of __________
City Manager
(TITLE)
and
Finance Director
(TITLE)
authority to request on behalf
of the Employer disbursements from the Other Post Employment Prefunding

Plan and to certify as to the purpose for which the disbursed funds will be used.

By __________
Kelly McDowell
Title __________
Mayor

Witness __________
City Clerk
Date __________

OPEB Delegation of Authority (2/07)
CALIFORNIA EMPLOYER'S RETIREE BENEFIT TRUST PROGRAM ("CERBT")

AGREEMENT AND ELECTION OF

City of El Segundo
(NAME OF EMPLOYER)

TO PREFUND OTHER POST EMPLOYMENT BENEFITS THROUGH CalPERS

WHEREAS (1) Government Code Section 22940 establishes in the State Treasury the Annuitants' Health Care Coverage Fund for the prefunding of health care coverage for annuitants (Prefunding Plan); and

WHEREAS (2) The California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control and power over the administration and investment of the Prefunding Plan (sometimes also referred to as CERBT), the purposes of which include, but are not limited to (i) receiving contributions from participating employers and establishing separate Employer Prefunding Accounts in the Prefunding Plan for the performance of an essential governmental function (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the Prefunding Plan and to pay for health care costs or other post employment benefits in accordance with the terms of participating employers' plans; and

WHEREAS (3) City of El Segundo (NAME OF EMPLOYER)

(Employer) desires to participate in the Prefunding Plan upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the Prefunding Plan upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Other Post Employment Benefits (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The Prefunding Plan is a trust fund that is intended to perform an essential governmental function within the meaning of Section 115 of the Internal Revenue Code as an agent multiple-employer plan as defined in Governmental Accounting Standards Board (GASB) Statement No. 43 consisting of an aggregation of single-employer plans, with pooled administrative and investment functions;
NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Representation and Warranty

Employer represents and warrants that it is a political subdivision of the State of California or an entity whose income is excluded from gross income under Section 115 (1) of the Internal Revenue Code.

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the Prefunding Plan by adopting this Agreement and filing with the CalPERS Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to:
CalPERS
Constituent Relations Office
CERBT (OPEB)
P.O. Box 942709
Sacramento, CA 94229-2709

Filing in person, deliver to:
CalPERS Mailroom
Attn: Employer Services Division
400 Q Street
Sacramento, CA 95814

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both CalPERS and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the Prefunding Plan, to carry out the purposes of this Agreement, and to maintain the tax exempt status of the Prefunding Plan. Employer agrees to follow such procedures and processes.
C. Actuarial Valuation and Employer Contributions

(1) Employer shall provide to the Board an actuarial valuation report on the basis of the actuarial assumptions and methods prescribed by the Board. Such report shall be for the Board's use in financial reporting, shall be prepared at least as often as the minimum frequency required by GASB Statement No. 43, and shall be:

(a) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;

(b) prepared in accordance with generally accepted actuarial practice and GASB Statement Nos. 43 and 45; and,

(c) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.

(2) The Board may reject any actuarial valuation report submitted to it, but shall not unreasonably do so. In the event that the Board determines, in its sole discretion, that the actuarial valuation report is not suitable for use in the Board's financial statements or if Employer fails to provide a required actuarial valuation, the Board may obtain, at Employer's expense, an actuarial valuation that meets the Board's financial reporting needs. The Board may recover from Employer the cost of obtaining such actuarial valuation by billing and collecting from Employer or by deducting the amount from Employer's account in the Prefunding Plan.

(3) Employer shall notify the Board of the amount and time of contributions which contributions shall be made in the manner established by the Board.

(4) Employer contributions to the Prefunding Plan may be limited to the amount necessary to fully fund Employer's actuarial present value of total projected benefits, as supported by the actuarial valuation acceptable to the Board. As used throughout this document, the meaning of the term "actuarial present value of total projected benefits" is as defined in GASB Statement No. 45. If Employer's contribution causes its assets in the Prefunding Plan to exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board may refuse to accept the contribution.

(5) The minimum Employer contribution will be at least $5000 or be equal to Employer's Annual Required Contribution, whichever is less, as that term is defined in GASB Statement No. 45. Contributions can be made at any time following the seventh day after the effective date of the Agreement provided that Employer has first complied with the requirements of Paragraph C.
D. Administration of Accounts, Investments, Allocation of Income

(1) The Board has established the Prefunding Plan as an agent plan consisting of an aggregation of single-employer plans, with pooled administrative and investment functions, under the terms of which separate accounts will be maintained for each employer so that Employer's assets will provide benefits only under employer's plan.

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the Prefunding Plan (Employer's Prefunding Account).

(3) Employer's Prefunding Account assets may be aggregated with prefunding account assets of other employers and may be co-invested by the Board in any asset classes appropriate for a Section 115 Trust.

(4) The Board may deduct the costs of administration of the Prefunding Plan from the investment income or Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income shall be allocated among employers and posted to Employer's Prefunding Account as determined by the Board but no less frequently than annually.

(6) If Employer's assets in the Prefunding Plan exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board, in compliance with applicable accounting and legal requirements, may return such excess to Employer.

E. Reports and Statements

(1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.

(2) The Board shall prepare and provide a statement of Employer's Prefunding Account at least annually reflecting the balance in Employer's Prefunding Account, contributions made during the period and income allocated during the period, and such other information as the Board determines.

F. Disbursements

(1) Employer may receive disbursements not to exceed the annual premium and other costs of post employment healthcare benefits and other post employment benefits as defined in GASB 43.

(2) Employer shall notify CalPERS in writing in the manner specified by CalPERS of the persons authorized to request disbursements from the Prefunding Plan on behalf of Employer.
(3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board. The Board may require that Employer certify or otherwise establish that the monies will be used for the purposes of the Prefunding Plan.

(4) Requests for disbursements that satisfy the requirements of paragraphs (2) and (3) that are received on or after the first of a month will be processed by the 15th of the following month. (For example, a disbursement request received on or between March 1st and March 31st will be processed by April 15th; and a disbursement request received on or between April 1st and April 30th will be processed by May 15th.)

(5) CalPERS shall not be liable for amounts disbursed in error if it has acted upon the instruction of an individual authorized by Employer to request disbursements. In the event of any other erroneous disbursement, the extent of CalPERS' liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.

(6) No disbursement shall be made from the Prefunding Plan which exceeds the balance in Employer's Prefunding Account.

G. Costs of Administration

Employer shall pay its share of the costs of administration of the Prefunding Plan, as determined by the Board.

H. Termination of Employer Participation in Prefunding Plan

(1) The Board may terminate Employer's participation in the Prefunding Plan if:

(a) Employer gives written notice to the Board of its election to terminate;

(b) The Board finds that Employer fails to satisfy the terms and conditions of this Agreement or of the Board's rules or regulations.

(2) If Employer's participation in the Prefunding Plan terminates for any of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the Prefunding Plan, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D.

(3) After Employer's participation in the Prefunding Plan terminates, Employer may not make contributions to the Prefunding Plan.
(4) After Employer's participation in the Prefunding Plan terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After thirty-six (36) months have elapsed from the effective date of this Agreement:

(a) Employer may request a trustee to trustee transfer of the assets in Employer's Prefunding Account. Upon satisfactory showing to the Board that the transfer will satisfy applicable requirements of the Internal Revenue Code and the Board's fiduciary duties, then the Board shall effect the transfer within one hundred twenty (120) days. The amount to be transferred shall be the amount in the Employer's Prefunding Account as of the disbursement date and shall include investment earnings up to the investment earnings allocation date immediately preceding the disbursement date. In no event shall the investment earnings allocation date precede the transfer by more than 120 days.

(b) Employer may request a disbursement of the assets in Employer's Prefunding Account. Upon satisfactory showing to the Board that all of Employer's obligations for payment of post employment health care benefits and other post employment benefits and reasonable administrative costs of the Board have been satisfied, then the Board shall effect the disbursement within one hundred twenty (120) days. The amount to be disbursed shall be the amount in the Employer's Prefunding Account as of the disbursement date and shall include investment earnings up to the investment earnings allocation date immediately preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement by more than 120 days.

(6) After Employer's participation in the Prefunding Plan terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate.

(7) If, for any reason, the Board terminates the Prefunding Plan, the assets in Employer's Prefunding Account shall be paid to Employer after retention of (i) amounts sufficient to pay post employment health care benefits and other post employment benefits to annuitants for current and future annuitants described by the employer's current substantive plan (as defined in GASB 43), and (ii) amounts sufficient to pay reasonable administrative costs of the Board.

(8) If Employer ceases to exist but Employer's Prefunding Plan continues to exist and if no provision has been made by Employer for ongoing payments to pay post employment health care benefits and other post employment benefits to annuitants for current and future annuitants, the Board is authorized to and shall appoint a third party administrator to carry out Employer's Prefunding Plan. Any and all costs associated
with such appointment shall be paid from the assets attributable to contributions by Employer.

(9) If Employer should breach the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the Prefunding Plan.

I. General Provisions

(1) Books and Records.

Employer shall keep accurate books and records connected with the performance of this Agreement. Employer shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location at the Employer's office(s) and shall be available for inspection and copying by CalPERS and its representatives.

(2) Audit.

(a) During and for three years after the term of this Agreement, Employer shall permit the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, at all reasonable times during normal business hours to inspect and copy, at the expense of CalPERS, books and records of Employer relating to its performance of this Agreement.

(b) Employer shall be subject to examination and audit by the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, during the term of this Agreement and for three years after final payment under this Agreement. Any examination or audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement. Employer shall cooperate fully with the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, in connection with any examination or audit. All adjustments, payments, and/or reimbursements determined to be necessary by any examination or audit shall be made promptly by the appropriate party.

(3) Notice.

(a) Any notice, approval, or other communication required or permitted under this Agreement will be given in the English language and will be deemed received as follows:
1. Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.

2. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three delivery days after deposit in a United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, Notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Telex or Facsimile Transmission. When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

6. E-mail transmission. When sent by e-mail using software that provides unmodifiable proof (i) that the message was sent, (ii) that the message was delivered to the recipient's information processing system, and (iii) of the time and date the message was delivered to the recipient along with a verifiable electronic record of the exact content of the message sent.

Addresses for the purpose of giving notice are as shown in Paragraph B.(1) of this Agreement.

(b) Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

(c) Any party may change its address, telex, fax number, or e-mail address by giving the other party notice of the change in any manner permitted by this Agreement.
(d) All notices, requests, demands, amendments, modifications or other communications under this Agreement shall be in writing. Notice shall be sufficient for all such purposes if personally delivered, sent by first class, registered or certified mail, return receipt requested, delivery by courier with receipt of delivery, facsimile transmission with written confirmation of receipt by recipient, or e-mail delivery with verifiable and unmodifiable proof of content and time and date of sending by sender and delivery to recipient. Notice is effective on confirmed receipt by recipient or 3 business days after sending, whichever is sooner.

(4) Modification

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the party to be charged.

(5) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement shall survive the termination of this Agreement until such time as all amounts in Employer's Prefunding Account have been disbursed.

(6) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(7) Necessary Acts, Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.
A majority vote of Employer's Governing Body at a public meeting held on the ______ day of the month of __________________ in the year ________, authorized entering into this Agreement.

Signature of the Presiding Officer: ________________________________

Printed Name of the Presiding Officer: ________________________________

Name of Governing Body: ________________________________

Name of Employer: ________________________________

Date: ________________________________

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY
KENNETH W. MARZION
ACTUARIAL AND EMPLOYER SERVICES BRANCH
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

To be completed by CalPERS

The effective date of this Agreement is: ________________________________
EL SEGUNDO CITY COUNCIL

AGENDA ITEM STATEMENT

AGENDA DESCRIPTION:

Consideration and possible action to increase the amount that the City Manager is authorized to approve Professional Service Agreements for developer reimbursed environmental review services, not to exceed $125,000 for the existing pre-approved list of consultants that provide environmental review services pursuant to California Environmental Quality Act guidelines (CEQA) and National Environmental Policy Act (NEPA) regulations to assist the City in the processing of entitlement projects. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to sign Professional Service Agreements for applicant reimbursed environmental review services approved as to form by the City Attorney in an amount not to exceed $125,000; and/or
2. Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The Planning and Building Safety Department currently provides for administration and review of all entitlement projects concerning environmental review pursuant to CEQA and NEPA regulations. Planning and Building Safety staff along with the City Attorney has provided

(Continued on next page…)

ATTACHED SUPPORTING DOCUMENTS:

None.

FISCAL IMPACT: None

Operating Budget: N/A
Amount Requested: N/A
Account Number: N/A
Project Phase: N/A
Appropriation Required: Yes No

ORIGINATED BY: 
Gary Chicots, Director, Planning and Building Safety Department

REVIEWED BY: 
Jack Wayt, Interim City Manager

DATE: 7/8/08

P:\Planning & Building Safety\Staff Reports 2008\Environmental Consultants CC Staff Report 2008.07.15.doc
review of projects subject to CEQA and NEPA through the development process.

On September 4, 2007, the City Council approved a list of qualified consultants to provide on-call environmental review services as requested by the Department to address the increased number, size, scope, and complexity of projects that required extensive environmental review. That action resulted in the City Council pre-approving a maximum contract amount of $75,000 for developer reimbursed environmental review services. The Planning Division has since utilized the services of environmental consultants to prepare more extensive environmental review, primarily Mitigated Negative Declarations and focused project Environmental Impact Reports. The costs for the service are paid by the applicant through a Reimbursement Agreement and in accordance with a Professional Service Agreement for environmental services reviewed and approved by the City Attorney and signed by the City Manager.

The costs associated with environmental consulting services are rising in large part as a result of the constantly increasing and increasingly complex regulations and legislation and compliance with CEQA and/or NEPA that apply to review of development projects as well as generally increased overhead and personnel costs. Therefore the $75,000 limit that the City Council established is no longer an adequate threshold.

Staff is now requesting that the City Council increase the pre-approved on-call environmental review services amount from $75,000 up to a maximum of $125,000 in order for staff to minimize time delays waiting for contract approval and maximize the efficient processing of projects. This limit would not include the overhead charge for reimbursement of staff and City Attorney time established by the City's fee schedule. The City's adopted fee schedule currently allows Planning and Building Safety Department to contract for professional services for environmental review. Resolution No. 3617 establishes that the applicant pays for the contract costs for environmental review services and a 20% charge for staff's administration of the contract (monitor budget compliance, billing, and applicant reimbursement payments), as well as coordinate and review the consultant's work, prepare staff reports, and ensure that projects are properly noticed. The costs for the service will continue to be paid by the applicant in accordance with a Reimbursement Agreement and a Professional Service Agreement reviewed and approved by the City Attorney. The existing pre-approved environmental consultant list allows the expedited processing of professional services agreements and prevents unnecessary delays in the processing of major projects. Larger developer funded projects that exceed $125,000 in cost and City initiated projects such as long range planning projects or studies would still need City Council approval.

The Planning and Building Safety Department recommends that the City Council authorize the City Manager to sign Professional Service Agreements for applicant reimbursed environmental review services approved as to form by the City Attorney, in an amount not to exceed $125,000.
Consideration and possible action to replace three hand-held parking ticket writers currently utilized by parking enforcement. (Fiscal impact not to exceed $18,500.00 from equipment replacement funds/unallocated funds)

RECOMMENDED COUNCIL ACTION:

1) Approve the purchase of three “AutoCITE” hand-held parking ticket devices.
2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The Police Department’s Traffic Division, Parking Enforcement Unit utilizes the AutoCITE hand-held parking ticket device manufactured by Enforcement Technology Inc. The three units were purchased during the 1999/2000 fiscal year; the units were scheduled for replacement in 2002/2003. Although the units are still functional, new technology has improved their operating effectiveness. The technology allows the officer to correct citations before printing, issue and track written warnings placed on vehicles and has an automated time-limit marking feature that electronically marks the tire and reminds the officer to return to the vehicle when the allotted time has expired. The new devices also have an updated printer that operates in a more efficient manner.

The new software electronically downloads data; this function is currently performed manually. The devices will also be equipped with digital cameras that are capable of photographing parking violations to improve documentation. This feature can reduce the number of violations that are contested and validate the activities of the officers in the field. The cost to upgrade the device with a camera is $400, per unit, and is included in the proposed quote.

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT:

Operating Budget: $9,000.00
Amount Requested: $18,500.00
Account Number: 601-400-3101-8104
Project Phase:
Appropriation Required: X No

ORIGINATED BY: DATE:

David Cummings, Chief of Police 7-2-08

REVIEWED BY: DATE:

Jack Wayt, Interim City Manager 7-9-08
BACKGROUND & DISCUSSION (continued):

Staff recently tested and evaluated AutoCITE and two other hand-held parking ticket devices. One by T2 Systems ($26,500 for three) and one by ParkTrak Inc. ($31,500 for three). Staff found the AutoCITE unit to be superior to the other manufacturers in the areas of ergonomics and performance. AutoCITE has shown that their product is durable, in use since 1999, and at $18,500 it is the least expensive.

Staff requests Council approve the expenditure of up to $18,500 to Enforcement Technology Inc. for the purchase of three (3) AutoCITE hand-held parking ticket devices with camera and AutoISSUE software. There is $9,000 set aside in the equipment replacement account and an additional $48,500 in the unallocated equipment replacement account to fund this purchase.

These units should be placed on the equipment replacement schedule with a four-year service life.
Consideration and possible action regarding awarding a contract to provide and install emergency equipment onto 10 new marked patrol vehicles. Fiscal Impact: $87,000.

RECOMMENDED COUNCIL ACTION:

1) Award the contract from RFP 08-07 to the lowest responsive bidder, 10-8 Retrofit, and approve the purchase and installation of emergency equipment for 10 marked patrol vehicles.
2) Alternately, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The police department is currently beginning the process of replacing and converting its patrol fleet. Part of this process is choosing a vendor qualified to purchase and equip each vehicle with new emergency equipment identified by staff, including light bars, gun racks, strobe lights, sirens, radios, computer consoles, and push bars.

On May 1, 2008, staff released RFP 08-07 to five vendors requesting bids for the purchase of specific equipment and the installation of said equipment. On May 20, 2008, the City Clerk received and opened the following bids:

- Airwave Communication $93,829.00
- 10-8 Retrofit $86,041.15

Continued next page

ATTACHED SUPPORTING DOCUMENTS:

10-8 Retrofit Quotation

FISCAL IMPACT:

| Operating Budget: | $127,500 (Capital/Automotive) |
| Amount Requested:  | $87,000                        |
| Account Number:    | 601-400-3101-8105              |
| Project Phase:     | N/A                            |
| Appropriation Required: | No                      |

ORIGINATED: 

David Cummings, Chief of Police 

REVIEWED BY: 

Jack Wayt, Interim City Manager 

DATE: 7.2-08

DATE: 7.9-08
BACKGROUND & DISCUSSION (Continued):

Staff reviewed the proposals submitted and determined that both companies met the specifications of the RFP and both proposals included the same equipment and labor.

Based on the review of the proposals submitted, including an evaluation by the City of El Segundo Equipment Maintenance Manager and the Purchasing Agent, and on-site visits to both facilities, staff recommends award of this contract to the lowest bidder, 10-8 Retrofit, in an amount not to exceed $87,000.
Dear Sergeant Leyman

We would like to thank you for the opportunity in allowing us to submit a bid to your city. 10-8 Retrofit is a prominent competitor in the business of emergency vehicle outfitting.

10-8 Retrofit will provide parts and installation per your specifications sheet on Bid number RFP 08-07, to include 9 Ford Crown Victoria and 1 Chevrolet Tahoe for a total of $86,041.15 including tax. Price also included Code 3 light bars.

Sincerely,
Dan Keenan
President
10-8 Retrofit Inc.
<table>
<thead>
<tr>
<th>TYPE OF EQUIPMENT</th>
<th>BRAND</th>
<th>MODEL NUMBER</th>
<th>ADDED ACCESSORIES/NOTES</th>
<th>QTY</th>
<th>UNIT TYPE</th>
<th>UNIT COST</th>
<th>EXTENSION</th>
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<tbody>
<tr>
<td>Light bars</td>
<td>Code-3</td>
<td>2147A05-RB w/LIT3KITAA</td>
<td>City to make a final determination of which light bar to use during evaluation process of bid responses.</td>
<td>1</td>
<td>1/460.00</td>
<td>1/460.00</td>
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<tr>
<td>Light bars</td>
<td>Federal/Whelen</td>
<td>AR-JECT</td>
<td>Gun release buttons for gun rack on driver and passenger (locations to be determined by City at time of installation).</td>
<td>2</td>
<td>5/10.00</td>
<td>5/10.00</td>
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<tr>
<td>Gun Rack</td>
<td>Santa Cruz</td>
<td>SC-5/SC-1</td>
<td>Fabricate gun rack for AR-15/Remington combo between front seats</td>
<td>1</td>
<td>249.50</td>
<td>249.50</td>
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<tr>
<td>Map Lights</td>
<td>Little Light</td>
<td>LF12ERB</td>
<td>Drivers side A-pillar</td>
<td>1</td>
<td>35.05</td>
<td>35.05</td>
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<tr>
<td>Console</td>
<td>Jotto Desk</td>
<td>425-6012</td>
<td>Console</td>
<td>1</td>
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<td>425-6204</td>
<td>Floor Plate</td>
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<td>109.98</td>
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<td>Console</td>
<td>Jotto Desk</td>
<td>425-6038</td>
<td>Cup Holders</td>
<td>1</td>
<td>52.26</td>
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<td>Console</td>
<td>Jotto Desk</td>
<td>425-6358</td>
<td>3&quot; Armrest</td>
<td>1</td>
<td>27.30</td>
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<td>Console</td>
<td>Jotto Desk</td>
<td>425-5210</td>
<td>Side Mount</td>
<td>1</td>
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<td>Corner Strobes</td>
<td>Code-3</td>
<td>460HCL</td>
<td>4 Strobes</td>
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<td>355.32</td>
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<td>Antennas for radios</td>
<td>Not specific</td>
<td>XTL 5000 radios, Data 911 computers, GPS systems</td>
<td>New relays throughout</td>
<td>1</td>
<td>136.30</td>
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<tr>
<td>Relays</td>
<td>Not specific</td>
<td>Not specific</td>
<td>Label all wires, fuses, and relays</td>
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<td>740.00</td>
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<td>Headlight flashers</td>
<td>Not specific</td>
<td>Not specific</td>
<td>Headlight flashers (wig-wag)</td>
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<td>50.56</td>
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<tr>
<td>Misc equipment</td>
<td>Not specific</td>
<td>Not specific</td>
<td>Circuit breakers, solenoids, nylon terminals, crosslinked poly wire</td>
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<td>75.00</td>
<td>75.00</td>
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<tr>
<td>Arrow Stick</td>
<td>NASL</td>
<td>839-R-8</td>
<td>Ceiling mounted rear light stick</td>
<td>1</td>
<td>289.63</td>
<td>289.63</td>
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<tr>
<td>Header lights</td>
<td>Grote</td>
<td>54337</td>
<td>Mount lights on rear door to illuminate rear area when door is open</td>
<td>2</td>
<td>22.50</td>
<td>45.00</td>
<td></td>
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<tr>
<td>Dual Sirens</td>
<td>Not specific</td>
<td>Not specific</td>
<td>Dual Sirens mounted on push bar</td>
<td>2</td>
<td>139.00</td>
<td>139.00</td>
<td></td>
</tr>
<tr>
<td>Map Board</td>
<td>Troy Products</td>
<td>CP-Gun Essel</td>
<td>Compatible with new Unitrol</td>
<td>1</td>
<td>28.80</td>
<td>28.80</td>
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<td>PA Microphone</td>
<td>Smart Siren/Federal Signal 80K</td>
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<td>102.94</td>
<td>102.94</td>
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**Section 1 Subtotal (less light bar costs):** $4917.66

<table>
<thead>
<tr>
<th>REUSE</th>
<th>REUSE</th>
<th>REUSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Video Cameras</td>
<td>L3</td>
<td>Install &quot;new&quot; provided L3 Video Camera system.</td>
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<tr>
<td>Radios</td>
<td>Motorola</td>
<td>XTL5000</td>
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<tr>
<td>MDC</td>
<td>Data 911</td>
<td></td>
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<tr>
<td>Video Wiring</td>
<td>L3</td>
<td></td>
</tr>
<tr>
<td>Settings</td>
<td></td>
<td></td>
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</table>

**Shipping:** $56.00

**Reinstallation Supplies:** $56.00

**Section 1 Subtotal (less light bar costs):** $4917.66

**8.25% Sales Tax:** $559.16

**Complete Labor:** $1450.00

**Tahoe Unit Grand Total:** $8842.82
## Exhibit B

**New Equipment for Replacement of Unit 57**

**City of El Segundo**

**Police Unit Equipment Conversions**

**RFP #08-07**

### Equipment

<table>
<thead>
<tr>
<th>Type of Equipment</th>
<th>Brand</th>
<th>Model Number</th>
<th>Added Accessories/Notes</th>
<th>QTY</th>
<th>Unit Type</th>
<th>Unit Cost</th>
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<tbody>
<tr>
<td><strong>New</strong></td>
<td><strong>New</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Partition</td>
<td>Seta3</td>
<td>#10RP</td>
<td>All Lexan window</td>
<td>1</td>
<td>$ 244.20</td>
<td>$ 244.20</td>
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<tr>
<td>Push Bumper</td>
<td>Go Rhino</td>
<td>5038</td>
<td>No sidebars</td>
<td>1</td>
<td>$154.80</td>
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<tr>
<td>Gun rack button</td>
<td></td>
<td></td>
<td>Buttons for gun rack on drivers/passenger floor and trunk for trunk rack (locations to be determined by City at time of installation)</td>
<td>2</td>
<td></td>
<td>$ 5.00</td>
<td>$10.00</td>
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<tr>
<td>Trunk Tray</td>
<td>Troy Products</td>
<td></td>
<td>Full size trunk tray</td>
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<td>Gun rack</td>
<td>Seta3</td>
<td>453 Dual Weapon Rack</td>
<td>AP-15 and Remington 12 gauge</td>
<td>1</td>
<td>$298.50</td>
<td>$298.50</td>
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<tr>
<td>Map lights</td>
<td>Little Lite</td>
<td>LF12ERB</td>
<td>One on each A-pillar for total of two per car</td>
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<td>$35.05</td>
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<td>Trunk Box</td>
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<td>AC-CVTBOX</td>
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<td>Floor plate and console</td>
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<td>Jotto Desk</td>
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<td>Mount flashlight charger on trunk wall</td>
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### Re-use/Supplied Equipment

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<tr>
<td>Plastic Backseats</td>
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<td>Door Baton Holders</td>
<td>Re-use</td>
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<tr>
<td>Provided MDC's</td>
<td>Install provided Data 911 MDC and hardware</td>
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<td>Trunk lid shotgun racks</td>
<td>Re-use shotgun racks with timers and release button</td>
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<tr>
<td>Visor lightbar</td>
<td>Re-use from unit 57</td>
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<tr>
<td>Strobe lights</td>
<td>Re-use from unit 57</td>
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<tr>
<td>Tint run flats</td>
<td>Re-use from unit 57</td>
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<tr>
<td>Radios</td>
<td>Motorola</td>
<td>XTL5000</td>
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<tr>
<td>L3 Wiring harness</td>
<td>L3</td>
<td>Run provided new wires for L3 video system (location to be determined by City at time of installation).</td>
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<tr>
<td>Settings</td>
<td>Siren turns off in park, AM/FM turns off with light bar activation</td>
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<tr>
<td>Rear Deck Lighting</td>
<td>Re-use from unit 57</td>
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### Total

Section 1 Subtotal: **$4,702.62**

**Reinstallation Supplies:** $93.00

**Section 1 Subtotal:** $4,795.62

**8.25% Sales Tax:** $387.77

**Complete Sales Tax:** $1,450.00

**Unit 57 Grand Total:** $6,633.59

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UNIT 57
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<th>BRAND</th>
<th>MODEL NUMBER</th>
<th>ADDED ACCESSORIES/NOTES</th>
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<th>UNIT TYPE</th>
<th>UNIT COST</th>
<th>EXTENSION</th>
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<td>1 year</td>
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<td>Troy Products</td>
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<td>Full size trunk tray</td>
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<td>Map lights</td>
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<td>One on each A-pillar for total of two per car</td>
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<td>AC-CVTBOX</td>
<td>Metal trunk box</td>
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<td>Floor plate and console</td>
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<td>425-6033</td>
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<td>1 year</td>
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<td>1 year</td>
<td>$182.80</td>
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**Section 1 Subtotal (less cost for Light Bars):** $53851.36

**TOTAL: $54131.63**
# 10-8 RETROFIT

1911 McKinley Avenue
LA VERNE, CA 91750
909-593-2900 Office
909-593-2291 Fax

## Estimate

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## P.O. No. | Terms | Due Date | Project |
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<td>8</td>
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<td>1,450.00</td>
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## Subtotal $66,070.89

## Sales Tax (8.25%) $4,442.74

## Total $70,513.63

Signature ___________________________
### Estimate

**10-8 RETROFIT.**  
1911 McKinley Avenue  
La Verne, CA 91750  
909-593-2900 Office  
909-593-2291 Fax

<table>
<thead>
<tr>
<th>Name / Address</th>
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| CITY OF EL SEGUNDO  
350 MAIN STREET  
EL SEGUNDO, CA. 90245-3895  
ADMINISTRATIVE SERVICE  
C/O ACCOUNTS PAYABLE |

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<th>Project</th>
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<th>Description</th>
<th>Cost</th>
<th>Total</th>
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<td>1</td>
<td>CODE 3 2147A6-RB W/LIT3KITAA LIGHTBAR</td>
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**08 CHEVY TAHOE BID RFP# 08-07**

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<tr>
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<td>PARTITION W/SLIDING WINDOW RECESS 10RP/ AND LOWER PANELS</td>
<td>544.20</td>
<td>544.20T</td>
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<tr>
<td>1</td>
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<td>58.00</td>
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<td>1</td>
<td>RHINO 16&quot; PUSH BUMPER 03-08 CV 5038</td>
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<td>2</td>
<td>GUN RELEASE BUTTONS</td>
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<td>10.00</td>
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<tr>
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<td>1</td>
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<td>0.00T</td>
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<td>1</td>
<td>PATROL POWER CROWN VIC</td>
<td>668.00</td>
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<td>PELICAN MOUNT FLASHLIGHT CHARGER ON TRUNK WALL 7060 LED</td>
<td>142.80</td>
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<td>1</td>
<td>HEADLIGHT FLASHER</td>
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<td>SIREN/PA AMPLIFIER</td>
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<tr>
<td>1</td>
<td>UNITROL PA MIC UMNT-SB</td>
<td>28.80</td>
<td>28.80T</td>
</tr>
<tr>
<td>1</td>
<td>LABOR/SHOP REMOVE EQUIPMENT FROM OLD UNITS INSTALL</td>
<td>1,450.00</td>
<td>1,450.00</td>
</tr>
</tbody>
</table>

Subtotal: $6,245.62  
Sales Tax (8.25%): $387.97  
Total: $6,633.59
Vendor purchased and supplied equipment:

- See attached three Exhibits

City provided equipment:

- Data 911 MDC, screen and keyboard, necessary mounting brackets/hardware, modem/antenna, wiring harnesses as provided by manufacturer.
- Radios
- L3 Video camera system

All work as stated in the abovementioned specifications for each unit will be completed within 30 working days or earlier.

Please list below your Company’s hours of operation:

Hours: 7:00 AM to 3:30 PM

Days: Monday – Friday

EXCEPTIONS:
Please state any and all exceptions that you are taking to any portion of this Request for Proposal. If not addressed below, the City then assumes that the vendor will adhere to all terms and conditions as contained in the proposal document.
8.0 **RFP PROPOSAL SHEET**

I, the undersigned, have read and understand the attached specifications for products and services. If awarded the contract, I agree to perform the work in accordance with the terms and conditions of the bid.

**Bid Amounts:**
For products and services (including all applicable 8.25% sales tax), as outlined in the specifications:

- **For one (1) new Police Package Chevrolet Tahoe** – $88,428.82
- **For one (1) City unit 57 replacement with new Police Package Ford Crown Victoria** – $66,335.89
- **For eight (8) new Police Package Ford Crown Victoria's** – $814,20 /Unit x 8 = $70,513.63

**Grand Total:** $859,900.04

The undersigned agrees to furnish above service in accordance with Notice Inviting Bids, Specification and Bid Form, which are intended to be read and interpreted as a whole.

**Date:** 5-13-08

**Bid submitted by (complete all blanks):**

<table>
<thead>
<tr>
<th>Company Name: 10-8 Retrofit Inc.</th>
<th>By (Print name &amp; title): DAN KEENAN President</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Street Address: 1911 McKinley Ave</td>
<td>Signature: [Signature]</td>
</tr>
<tr>
<td>City, State, Zip: LA VERNE, CA 91750</td>
<td>Date: 5-19-08</td>
</tr>
<tr>
<td>Phone: 909-593-2900</td>
<td>FAX: 909-593-2291</td>
</tr>
<tr>
<td>Email: [Email Address]</td>
<td>Web site: [Web site]</td>
</tr>
<tr>
<td>Terms: [Terms]</td>
<td>Delivery: [Delivery]</td>
</tr>
</tbody>
</table>

2008-04-04 RFP #08-07 Police Unit Equipment Conversions - FINAL.doc
9.0 VENDOR QUESTIONNAIRE

In submitting a proposal, each bidder shall also provide the following information: (Use additional sheets, if necessary.) Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals will be rejected.

Organization: Describe your firm's qualifications to provide the service specified in this RFP. Be sure to include: founding date (month and year) and brief history of firm; facility/office location, current number of employees (full-time and part-time); special equipment acquired for the work; firm's vision and mission statements, and key services offered.

References: List three or more clients for whom you have been providing Police Unit Equipment Conversions. These references must be current, similar in size and scope of work. For each of these references, include organization name, address, and the name and telephone number of the contact person.

Quality Control Program: Describe your firm's established "proactive" Quality Control program that you will be providing to the City to ensure a high level of performance is maintained on a consistent basis. Include any examples of forms currently being utilized and their particular functions/uses.

Contract administrator: Indicate the name, title, telephone number, and years of experience of the individual who will be administering the contract, if awarded to your firm.

Emergency information: List names and telephone numbers of persons that the City may need to contact in case of an emergency after hours, on weekends or holidays.

Subcontracting: Is your firm planning to subcontract portions of the work? Yes ___ No X. If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.

Employees: How many employees do you plan to hire or retain to provide the services specified in this RFP? Are they going to be permanent full-time or part-time employees? How long must a part-time employee work in your firm to become a permanent full-time employee? What percentage of your staff is currently employed full-time on a permanent basis?

Employee benefits: What kind of employee benefits does your firm have to offer to employees? Are your part-time employees going to be paid on an hourly basis plus benefits?

Employment practices: Include with your submittal a summary of your firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of your firm's training and injury/illness prevention programs.
INSURANCE REQUIREMENTS
[MUST BE SIGNED & SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial general liability:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Garage liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Business automobile liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers’ compensation</td>
<td>Statutory requirement.</td>
</tr>
</tbody>
</table>

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Professional liability coverage must be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A-VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City’s consultant. Failure to provide this form may render the bidder’s proposal "nonresponsive."

5-19-08
Date

[Signature]
Proposer/Bidder
Reference List

City of Covina Police
444 N. Citrus Ave.
Covina, Ca 91723
Contact: Dave Povero
(626)705-6972
Fax: 626 332-7479

Glendora Police Department
150 S. Glendora Ave.
Glendora, Ca 91741
Contact: Chuck Ochoa
(626)914-8250
Fax: 626 963-2154

City of Baldwin Park
14403 E. Pacific Ave.
Baldwin Park, Ca 91706
Contact: Mike Madrid
(626)705-8983
Fax: 626 337-1753

City of El Monte Police
11333 Valley Blvd.
El Monte, Ca 91731
Contact: Allen
(626)580-2128
Fax: 626 444-2206

City of Fullerton Police
303 W. Commonwealth Ave.
Fullerton, Ca 92832
Contact: Gary Gomer (714)920-4831
Tony Sambrano (714)738-6307
Fax: 714 738-3100

Los Angeles World Airport
7441 World Way West
Los Angeles, Ca 91731
Contact: Mala Takaki
(310)646-9455
Fax: 310 646-3287

City of Los Alamitos Police
3191 Katella Ave.
Los Alamitos, Ca 90720
Contact: Tony Brandy berry
(562)254-2091
Fax: 562 493-1255

San Bernardino School Police
777 F. Street
San Bernardino, Ca 92410
Contact: Hector Moncada
(909)785-9114
Fax: 909 388-6035

Los Angeles County OPS
13001 Dahilia St.
Downey, Ca 90242
Contact: John Hernandez
(562)940-8373
Fax: 562 401-0173

Cal. State Long Beach
6300 State University Dr.
Long Beach, Ca 90815
Contact: David Wagner
(562)985-2099
Fax: 562 985-8533
ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
MCLURE INSURANCE BROKERAGE
17671 Irvine Blvd. Suite 101
Tustin, CA 92780
(714) 664-8911

INSURED
10-8 RETROFIT
1911 MCKINLEY AVE
LA VERNE, CA 91750

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE
INSURER A: TOPEA INSURANCE CO.
INSURER B: EXPLORER INSURANCE
INSURER C: STATE COMPENSATION INS. FUND
INSURER D:
INSURER E:

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
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<td>A</td>
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<td>10/22/08</td>
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<tr>
<td>GENERAL LIABILITY</td>
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<td></td>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>DED:1,000</td>
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<td>ALL OWNED AUTOS</td>
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<td>SCHEDULED AUTOS</td>
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<td>GARAGE LIABILITY</td>
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<td>X GARAGEKEEPERS</td>
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<tr>
<td>EXCESSUmbrella LIABILITY</td>
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<td>10/22/07</td>
<td>10/22/08</td>
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<td>DEDUCTIBLE</td>
<td>RETENTION</td>
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<td>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>W/C-1766419-2007</td>
<td>12/01/07</td>
<td>12/01/08</td>
<td>E.L. EACH ACCIDENT: $1,000,000</td>
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<td>10/22/08</td>
<td>CONTENTS: $30,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

APPLICANT INSTALLS AUDIO, VIDEO, AND ELECTRICAL EQUIPMENT INTO NEW VEHICLES ONLY.

CERTIFICATE HOLDER

APPLICATION FOR CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 20 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988
Consideration and possible action regarding the approval of a Professional Services Agreement between the City of El Segundo and The Omega Group to upgrade the current Geographic Information System (GIS) based crime analysis system. (Fiscal Impact: $18,995.)

RECOMMENDED COUNCIL ACTION:

(1) Authorize the City Manager to approve a Professional Services Agreement, approved as to form by the City Attorney, between The Omega Group and the City of El Segundo to upgrade the current Geographic Information System (GIS) based crime analysis system. (2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

City Council approved the police department’s original purchase of the CrimeView system on May 30, 2001. Since that time, the GIS mapping software used in the CrimeView application has become an integral part of the police department’s day-to-day operations. CrimeView allows for plotting of crime trends, performing queries, and analyzing and graphing comparisons of statistical data. There have been six versions released since 2001 and the version currently in use no longer interfaces with the West Covina Service Group (WCSG) CAD and RMS.

CrimeView is a proprietary GIS crime analysis solution available only from The Omega Group. CrimeView has an advanced interface to the police department’s existing Computer Aided Dispatch (CAD) and Records Management System (RMS) databases.

ATTACHED SUPPORTING DOCUMENTS:

The Omega Group quote dated March 31, 2008

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Operating Budget:</th>
<th>$22,000 (Capital/Computer Software)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount Requested:</td>
<td>$18,995</td>
</tr>
<tr>
<td>Account Number:</td>
<td>109-400-3101-8109</td>
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<tr>
<td>Project Phase:</td>
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<tr>
<td>Appropriation Required:</td>
<td>None</td>
</tr>
</tbody>
</table>

ORIGINATED BY: 

David Cummings, Chief of Police

DATE:

7-8-08

REVIEWED BY:

Jack Wayt, Interim City Manager

DATE:

7-9-08
BACKGROUND & DISCUSSION (continued):

The City's Information Systems Division has been integral in the identification and selection of this vendor and software program. They both agree and support this proposal.

The required funding for this upgrade was approved by City Council in the FY 07/08 budget process.
March 31, 2008

David Gray
Technical Services Manager
El Segundo Police Department
El Segundo, CA

Re: CrimeView Desktop Upgrade (Conversion)

David Gray:

Enclosed are the estimated costs for the Conversion of CrimeView Desktop to ArcGIS 9.x. Application descriptions, along with pricing, requirements and configurations are included.

The Omega Group was founded in 1992. Our mission is dedicated to enriching the quality of life in communities by providing solutions for public safety agencies. The Omega Group’s professional experience includes working with over 350 law enforcement agencies implementing our CrimeView Enterprise solutions, which focuses on mapping and analysis applications for crime analysts, officers, command staff and the community. The Omega Group is an ESRI (Premier) Foundation Partner, recognized by ESRI for its development of solutions built on ESRI technology.

We offer to our clients:
- Mapping technology and services
- Project management, application building, testing and analysis
- Ongoing education, training and support

After the completion of services and acceptance of our work, we will continue to provide to the client ongoing software and system maintenance via our Customer Support Program.

Please do not hesitate to let me know if you have any questions; our office number is (800) 228-1059.

Thank you,

Chris Baldwin
Western Division Sales Manager
Application Description
CrimeView is essential to law enforcement agencies that are committed to Community Oriented Policing, Problem Solving and CompStat management. CrimeView permits law enforcement agencies to geographically view and analyze data from their RMS (Records Management System), CAD (Computer Aided Dispatch) and known-offender data sets. Users can map, analyze, and report crime incidents by type, proximity, or other search criteria.

This geographic presentation of the data quickly identifies problem areas and trends associated with crime data. Rather than spending hours poring over tables and reports, a visual representation of the same data is presented on a map, which can be evaluated quickly and easily. This information helps with officer deployment by quickly identifying the areas where the officers are needed most. Effectiveness of current law enforcement efforts can be quickly illustrated by the geographic representation.

Data Flow
Alternative data flows (hardware/network configurations) are available. The diagram represents the preferred data flow for the implementation of CrimeView.
Project Estimate
This is an upgrade that includes services to rebuild your existing application so that it will work in the ArcGIS 9.x environment. The upgrade is a complete rebuild of the CrimeView application. Software and Professional Services are included in the implementation. In order for the client to receive the upgrade price, the client must be current and active with the customer support program.

The Package total is estimated at $18,995.00. This estimate should not be treated as a quote. ESRI software versions and quantities need to be confirmed. Only one license of CrimeView Desktop is assumed.

Credit: ($2,495.00)
Client overpaid support costs by $2,495.00. These monies would have provided support to El Segundo for the term of 5/23/07 to 5/22/08. El Segundo Police Department is applying the overpayment of Support Costs to this quote.

Maintenance: $2,495.00
• One (1) year of Annual Maintenance*

* As of 5/23/07, Client is no longer current under the Omega Support Plan. Client will begin new maintenance plan, and will commence upon completion of Task 3 (below)

Software: $3,495.00
Omega software includes one (1) year of maintenance.

Omega Software:
• One (1) licensed copies of CrimeView 4.x, upgrade version $495.00
• One (1) licensed copy of The Omega Import Wizard No Cost

ESRI Software:
• One (1) licensed copy of ArcGIS 9.x $1,500.00
• Maintenance paid for one (1) license of ArcView 3.x, plus extensions, for upgrade to ArcGIS 9.x and Spatial Analyst 9.x $1,500.00

Professional Services (Per Task): $15,500.00

Task 1  Project Planning and Data Collection
• Identify GIS map layers and design preferences
• Identify source tabular data from RMS and CAD
• Collect base map GIS data layers
• Connect to records data source, extract sample datasets and send output profiles to Omega using Import Wizard
• Collect lookup tables

Task 2  Application Development
• Add GIS layers to map document and create address locators
• Develop and configure data import profiles. Two (2) profiles are included
• Create Saved Queries database and design Crystal Report templates
• Add Omega functionality and other customizations to GIS application
• Test application functionality
• Develop training documents

**Task 3**  
**Application Deployment (At Client Site)**

• CrimeView Desktop Installation: Up to eight (8) hours on-site. One (1) Omega personnel.
  - Install and configure data import profiles on import machine
  - Test import profiles and import historical data
  - Schedule automated data import process
  - Install and configure OmegaGIS application on user machines
• CrimeView Desktop On-site training: Sixteen (16) hours on-site for two (2) persons, One (1) Omega personnel.
• Travel for The Omega Group: One (1) staff members to provide installation and training for one (1) trip

**Task 4**  
**Finishing Application Design**

• Edit and Customize Import Profiles, Saved Queries, Crystal Report Templates and Application Style, per user feedback.
• Test Application Functionality

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**NON-DISCLOSURE**
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**End of Estimate**

**Payment Schedule**

In consideration of the services to be performed by Omega, Omega shall be entitled to compensation in the total amount of $18,995.00. The payment schedule is as follows:

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thirty percent (30%)</td>
<td>$5,698.50</td>
<td>of the total amount due upon execution of this Agreement.</td>
</tr>
<tr>
<td>Thirty percent (30%)</td>
<td>$5,698.50</td>
<td>Of the total amount due upon delivery CrimeView Desktop Software</td>
</tr>
<tr>
<td>Thirty percent (30%)</td>
<td>$5,698.50</td>
<td>of the total amount due upon completion of CrimeView Desktop Deployment</td>
</tr>
<tr>
<td>Ten Percent (10%)</td>
<td>$1,899.50</td>
<td>of the total amount due thirty (30) days after completion of services</td>
</tr>
</tbody>
</table>
Omega Maintenance Plan
Maintenance, Annual (Customer Support): Clients that are not current under support will pay a maintenance activation fee. Please see the Customer Support Program Document for details of coverage.

Implementation Timeline
Unless otherwise documented, the completion of all services will take approximately 90 days from date of data collection. Onsite installation and training will be scheduled only after application development is complete.

Additional Software Licenses (Costs)
- CrimeView Licenses (Single Use License) $1,500.00 each / $495.00 each
- Full Price / Upgrade Price

Data Specifications
Datasets to be Imported via Omega Import Wizard™
The client operates the West Covina User Group RMS and CAD system. The following data sets represent tables of data to be extracted by The Omega Import Wizard. A total of two (2) profiles have been identified for this project.

<table>
<thead>
<tr>
<th>Data Set</th>
<th>Database or Vendor</th>
<th>Data Set</th>
<th>Database or Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calls for Service</td>
<td>CAD</td>
<td>Cases</td>
<td>RMS</td>
</tr>
</tbody>
</table>

Please review the Omega Import Wizard Appendix for more details regarding the Omega Import Wizard and the use of Profiles. Because a significant amount of work (and cost) can be attributed to the incident or person data being imported, it is important that Omega Project Management have access to local knowledge regarding the RMS or CAD data/database as outlined under General Requirements (see next page).

Hardware Specifications
Hardware for the Client Workstations (For CrimeView® Desktop)
The Omega Group recommends the following hardware specifications for a workstation with a stand-alone crime analysis application working with ArcView and CrimeView®

<table>
<thead>
<tr>
<th>Recommended</th>
<th>Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Intel Core 2 Duo</td>
<td>Pentium 4 (3.20 GHz)</td>
</tr>
<tr>
<td>• Memory – 1-2 GB</td>
<td>Memory 1 GB</td>
</tr>
<tr>
<td>• Hard drive – 80GB</td>
<td>Hard Drive – 40 GB</td>
</tr>
<tr>
<td>• CD-RW/DVD</td>
<td></td>
</tr>
<tr>
<td>• Video/graphics -256MB</td>
<td>Video/graphics 256 MB</td>
</tr>
<tr>
<td>• 1 Gigabit Ethernet</td>
<td></td>
</tr>
</tbody>
</table>
Client Project Management
Critical to the success of every implementation is having the appropriate client staff prepared to be active participants and to understand what is expected from them for the duration of the implementation. Two critical components to this implementation pertain to local knowledge of data schema for the RMS/CAD data sources and what data should be available for mapping and reporting.

Database Schema
The client should expect to provide staff resources who can demonstrate knowledge of the tabular structure (schema) of the RMS, CAD and other data sources. These persons will be expected to assist Omega Technicians in building SQL statements that includes all the fields of data that the client wants for mapping and reporting. This assistance would primarily be in the form of understanding database structure and table relationships.

Report Data
The client should expect to provide staff resources who can confirm what data needs to be included for mapping and reporting. These persons should have direct experience in working with crime data through current extractions from the RMS, CAD and other data sources and from the perspective and experience of a crime analyst.

The Omega Group maintains an inventory of data extraction templates (e.g. SQL Statements) that can be used to as a starting point for the development of a customized data interface. However, having client staff that can provide local knowledge of the database can reduce the overall project time, facilitate the ongoing maintenance of the application and produce a more useful crime mapping and reporting environment.

Project Planning
Remote Connectivity: Secure or confirm remote access via the use of Expert City’s GoToMyPC or the use of a VPN Connection.

- Establishing Remote Connection to the Server(s).
  - Data Collection, Installation and Technical Support may be performed through remote connection, reducing cost of project and time it takes to complete services
  - Omega Recommends ExpertCity’s GoToMyPC or VPN for remote connections
    - Provide Network IP Address if VPN is used
- If the client is unable to provide high speed remote access with GoToMyPC or similar connection software to The Omega Group for the collection of the required data sets then an additional fee will be charged to the client based on the additional time required for data collection.
System Architecture

Server and Workstation Hardware: The client will provide for hardware to be utilized in conjunction with CrimeView® Desktop. Hardware should include workstations and a file server(s) to store GIS data.

- The Omega Group recommends the client to maintain a database of relevant Geographic Information in a file server for the CrimeView application(s). This database will be a warehouse of street, boundary and point data, as well as incident and person data sets from the client data systems.

Data

Geography: The client will provide for the geographic base data for the project. In addition to the Street Centerline this may include: Parks, Schools, Beats, Reporting Districts, Landmarks, Stations, Parcels, etc. During the project kick-off a discussion regarding the type and availability of data will ensue.

  - Street Centerline File: The client must provide accurate reference data that will be used to generate a geocoding service. Typically the reference data is a street centerline file, address points or a parcel layer.

Application Deployment

Prior to the CrimeView® Desktop Installation: the following items should be completed by the Network Administrator / GIS Coordinator and Crime Analyst:

  - ESRI Training Course: The Crime Analysts/ Onsite Administrators have completed ESRI’s Introduction to ArcView (course) Information may be found at website: [http://training.esri.com/ilt/schedule/index.cfm](http://training.esri.com/ilt/schedule/index.cfm)

    - The Omega Group highly recommends all personnel working with CrimeView to have the Introduction to ArcGIS I and/or Introduction to ArcGIS II training in addition to CrimeView training. At least one person, preferably the on-site CrimeView administrator, should have a solid understanding of ArcGIS (ArcMap and ArcCatalog). The Omega Group requires that at least the system administrator or primary user receive ArcGIS training prior to receiving CrimeView training.

  - CrimeView® Desktop Training Facility: The client has secured an adequate room with network and internet access to train individuals on CrimeView® Desktop. The room will require enough workstations for everyone to be trained, each with a copy of ESRI’s ArcView 9.x and ESRI’s Spatial Analyst 9.x installed. The client will install the ESRI software.
Crystal Report Templates

The Omega Group has reviewed four separate report templates provided by the El Segundo Police Department. The El Segundo Police Department uses Microsoft Excel to create these reports. These same reports may be developed in Crystal Reports; however, the report design cannot be duplicated.

The report samples are:

- Weekly Activity Report
- Part I Crimes and Arrests Statistics by Reporting District
- Monthly Crime Statistical Report
- Density Crime Map by Frequency

The Omega Group is prepared to re-create the Weekly Activity Report, with limitations, as part of the project proposed. First limitation, the data supplied in the report sample must reside in the RMS. Second limitation, the map portion of the report will not be guaranteed as part of the report creation.

The Part I Crimes Report and the Monthly Crime Statistical Report may be re-created as a Crystal Report Template for an additional cost. The Omega Group suggests addressing the development of these reports after the completion of all services associated with this proposal.

The Sample Reports are attached to this quote.
EL SEGUNDO CITY COUNCIL

AGENDA ITEM STATEMENT

AGENDA DESCRIPTION:
Consideration and possible action regarding awarding a contract in an amount not to exceed $95,000 to Data 911 to provide Mobile Data Computers (MDCs) for all patrol cars, the command post vehicle, the animal control truck, and one back-up system. This contract includes all related equipment to support the systems with the exception of modems. Fiscal impact: $95,000 – paid from equipment replacement and COPS Grant funds.

RECOMMENDED COUNCIL ACTION:
1) Authorize the City Manager to sign a contract in a form approved by the City Attorney in an amount not to exceed $95,000 for the purchase of sixteen Data 911 MDC system upgrades paid for from the Equipment Replacement Fund and the Citizens' Option for Public Safety (COPS) grant.

2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:
The police department's patrol division vehicles are currently equipped with Data 911 M5 MDCs. The department utilizes MDCs in each patrol unit as a tool for sending and receiving information to and from the communications center, as well as information from law enforcement databases.

The current MDCs were purchased in FY 2002/2003. They consist of a 500 MHz Pentium III processor with 512 MB of RAM memory and a 20 GB hard drive. The MDCs are in need of replacement or upgrade for the following reasons:

- They cannot efficiently run current CAD software or current city standard software (Word, Excel, etc.).
- Boot-up times are approaching three minutes before the MDCs are ready for use by the officers.
- The current MDCs are no longer covered under factory warranty, therefore needed repairs are costly and unit downtime is longer due to availability of older parts.

Continued next page

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Operating Budget:</th>
<th>$74,100 (Equipment Replacement)</th>
<th>$269,045 (COPS grant)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount Requested:</td>
<td>$74,100 (Equipment Replacement)</td>
<td>$20,900 (COPS grant)</td>
</tr>
<tr>
<td>Account Number:</td>
<td>601-400-3101-8104 (Equipment Replacement)</td>
<td>120-400-000-8104 (COPS)</td>
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<tr>
<td>Project Phase:</td>
<td>N/A</td>
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</tr>
<tr>
<td>Appropriation Required:</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

ORIGINATED BY:  
David Cummings, Chief of Police

REVIEWED BY:     
Jack Wayt, Interim City Manager
BACKGROUND & DISCUSSION CONTINUED:

Four vendors provided estimates for replacing or upgrading this equipment, Data 911, Motorola, L3 Communications, and Panasonic. Staff analyzed all the proposals and found that Motorola and Panasonic systems did not meet our specifications for memory, speed, and monitor clarity. The L3 Communications system did not meet memory specifications.

Data 911's increased memory and speed make it a system that can not only efficiently run our current CAD software and increase boot up time, but it will be able to efficiently run other systems we may add in the future, such as an in-car fingerprint recognition system, the Los Angeles County Sheriff's Data network, and the Department of Motor Vehicles Photo network.

Staff has found the Data 911 MDC system to be efficient, reliable, and easy to repair. We have also found the employees at Data 911 to be responsive and helpful to our needs. In addition, all ESPD patrol personnel and many civilian personnel are already trained on the operation of the Data 911 system. The system is ergonomically correct and fits safely onto an aftermarket console that is mounted between the driver and passenger side airbags of our patrol units.

It was also determined the current Data 911 systems touch screens are functionally operational and reliable. Keeping these screens in service and under warranty at a cost of $226 each per year and replacing only the other components will result in a savings of $31,900 over replacing the screens, making this the lowest cost proposal, as well as the only one that meets our specifications.

Staff recommends funding the proposed upgrades with $74,100 from the equipment replacement fund and $20,900 from the COPS grant fund. The specific request to utilize COPS grant monies to upgrade MDC's was approved at the February 20, 2007 City Council Meeting.
AGENDA DESCRIPTION:

Consideration and possible action regarding final acceptance of construction related to the City's Residential Sound Insulation Program Group 17 (27 Homes). Project No. RSI 06-17. (Final contract total = $1,227,648.88).

RECOMMENDED COUNCIL ACTION:

Recommendation – (1) Accept the work as complete; (2) Authorize the City Clerk to file the City Planning and Building Safety Director's Notices of Completion in the County Recorder's Office; and (3) Alternatively discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The project is a part of the City's Residential Sound Insulation (RSI) Program financed by federal grants from the Federal Aviation Administration (FAA) and the settlement agreement with Los Angeles World Airports (LAWA). The RSI Program offers modifications to owners of qualifying residential property in the City of El Segundo that reduce interior sound levels of noise generated by air traffic from neighboring Los Angeles International Airport (LAX). At its meeting on December 19, 2006 the City Council awarded a construction contract to S&L Specialty Contracting, Inc. for construction related to Group 17. The work has now been completed. The final contract amount based on measured quantities is $1,227,648.88. Staff recommends acceptance of this project.

ATTACHED SUPPORTING DOCUMENTS:
List of homes in Group 17

FISCAL IMPACT:

Amount approved by City Council: $1,311,530.00
Amount Requested: $1,227,648.88
Account Number: 116-400-0000-8960
Project Phase: Group 17 - Acceptance of the work
Appropriation Required: No

ORIGINATED BY: DATE: July 3, 2008

James S. O'Neill, Program Manager

REVIEWED BY: DATE:

Jack Wayt, Interim City Manager
<table>
<thead>
<tr>
<th>RSI Number</th>
<th>Project Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.01</td>
<td>424 Hillcrest St.</td>
</tr>
<tr>
<td>17.02</td>
<td>525 Hillcrest</td>
</tr>
<tr>
<td>17.03 - 17.04</td>
<td>426 Valley St.</td>
</tr>
<tr>
<td>17.05-17.06</td>
<td>412 Concord St.</td>
</tr>
<tr>
<td>17.07-17.08</td>
<td>416 Richmond St.</td>
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<tr>
<td>17.09</td>
<td>859 Penn St.</td>
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<tr>
<td>17.10-17.13</td>
<td>849/ 853 Penn St.</td>
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<tr>
<td>17.14</td>
<td>633 Penn</td>
</tr>
<tr>
<td>17.15</td>
<td>619 Maryland St.</td>
</tr>
<tr>
<td>17.16</td>
<td>708 Bungalow Dr.</td>
</tr>
<tr>
<td>17.17-17.18</td>
<td>731 Center</td>
</tr>
<tr>
<td>17.19</td>
<td>635 Center St.</td>
</tr>
<tr>
<td>17.20-17.25</td>
<td>1217-1229 E. Mariposa</td>
</tr>
<tr>
<td>17.26</td>
<td>1236 E. Mariposa Ave.</td>
</tr>
<tr>
<td>17.27</td>
<td>1630 E. Palm Ave., #06</td>
</tr>
</tbody>
</table>